

*Parent representatives can be designated, when placed in a cremation chamber. If the crematory does not receive proper notice, the family shall be responsible for any damage resulting and crematory will not be responsible or accept any liability under those circumstances.

Coast Valley Cremations Service

Date _____
Cremation # _____

AUTHORIZATION FOR CREMATION AND DISPOSITION

The undersigned/hereinafter referred to as the "Authorized Representative(s)" hereby certify that they are the legal custodian(s) of the herein named Deceased (hereinafter referred to as "Deceased"), having full legal authority to authorize the cremation, processing and disposition of the cremated remains of the Deceased and hereby request and authorize Dudley-Hoffman Crematory-Columbarium (herein referred to as the Company) to take possession of and make arrangements for, the cremation, processing and disposition of the remains of: _____ (Name of Deceased)

Residence of Deceased _____ City _____ State _____ ZIP _____ 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.

DISPOSITION OF CREMATED REMAINS

The Authorized Representative(s) hereby authorize the Company to make disposition of the cremated remains of the Deceased as follows:

- 1. Ship cremated remains via Priority Express Mail to: _____
- 2. Release to: _____

A. The Authorized Representative(s) certify and represent that the remains delivered for cremation are those of the Deceased and the Authorized Representative(s) further represent that they have the right to control the disposition of said remains.

3. The remains of the Deceased will not be accepted for cremation unless they are received in a leak resistant, rigid cremation container. The Company reserves the right to accept or reject a cremation container constructed of noncombustible materials. Remains received in a noncombustible cremation container may be removed prior to cremation and placed in a combustible container, and the Company reserves the right to make disposition of such noncombustible container at its sole discretion. In the event that a noncombustible cremation container is accepted for cremation, the Company reserves the right to make disposition of the residue of such container at its sole discretion. The Company is authorized to remove and discard handles or any other items attached to the cremation container which may cause damage to the cremation chamber.

C. The Authorized Representative(s) understand 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. Accordingly, the Authorized Representative(s) represent and warrant to the Company that such materials: (i) have been removed from the remains; (ii) may be removed from the remains and disposed of by the Company unless otherwise directed in writing by the Authorized Representative(s); or (iii) may be destroyed by the cremation process.

D. Mechanical devices implanted in the Deceased may create a hazardous condition when placed in a cremation chamber. Company will not, therefore, cremate any human remains which contain any type of implanted mechanical device. THE AUTHORIZED REPRESENTATIVE(S) CERTIFY THAT THE REMAINS OF THE DECEASED DO DO NOT CONTAIN ANY TYPE OF IMPLANTED MECHANICAL DEVICE. In the event the remains of the Deceased do contain such a device, the Authorized Representative(s) hereby authorize and instruct the Company, its agents and employees, to contact the appropriate persons and secure the removal of any and all mechanical devices from the remains prior to commencement of the cremation process. The Authorized Representative(s) also agree 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 Authorized Representative(s) to timely disclose the existence of such implanted mechanical device(s).

The following list describes all existing devices (including all mechanical and prosthetic devices which may be implanted in or attached to the Deceased) to be removed from the remains of the Deceased and disposed of as instructed below:

Description _____ Disposition _____
If no instruction for disposition of a mechanical device is given herein, the Company is authorized to dispose of such a device at its sole discretion.

Initial: THE CREMATION PROCESS: "The human body burns with the casket, container, or other material in the cremation chamber, some bone fragments are not combustible at the incineration temperature and, as a result, remain in the cremation chamber. During the cremation, the contents of the chamber may be moved to facilitate incineration. 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. Nearly all of the contents of the cremation chamber, consisting of the cremated remains, disintegrated chamber material, and small amounts of residue from previous cremations, are removed together and crushed, pulverized, or ground to facilitate inurnment or scattering. Some residue remains in the cracks and uneven places of the chamber. Periodically, the accumulation of this residue is removed and interred in a dedicated cemetery property, or scattered at sea."

When cremating, Dudley-Hoffman Crematory-Columbarium will exercise every reasonable effort in keeping cremated remains separate. However, because it is impossible to guarantee or warrant that some bone particles or the residue of one cremation could not possibly be mixed with those of another cremation, I/We specifically give express permission for the cremation to take place including incidental or inadvertent commingling of the remains with residue of prior cremations and the processing of the remains including the possible incidental or inadvertent commingling of the remains with residue from processing other remains.

In the event the cremated remains do not all fit in the container I/We have chosen, I/We direct Dudley-Hoffman Crematory-Columbarium to: Return the balance of the remains to me / us. Place the balance of the remains in a common interment site within the Dudley-Hoffman Crematory-Columbarium Gardens. I/We specifically authorize the placement and commingling of the cremated remains of more than one person in the same container or the same interment plot / area.

I/We authorize Dudley-Hoffman Crematory-Columbarium to make every reasonable effort to recover all metal removed from the cremation chamber with the remains; to discard metal used in the construction of the casket, prostheses, and other metal; and to place in the cremation container any metal belonging to the deceased including any jewelry or tooth fillings. I/We do not hold Dudley-Hoffman Crematory-Columbarium responsible beyond a reasonable effort. I/We understand that, if it is the intention to save any items, it is my / our responsibility to remove them before cremation.

AUTHORIZATION: I/We declare under penalty of perjury that the foregoing is true and correct and that I/We make this statement to induce Dudley-Hoffman Crematory-Columbarium to cremate or cause to be cremated the remains of the decedent. This is your authority to make disposition of the remains as indicated and I/We assume full responsibility for their identity whether or not I/We viewed the remains. In the event such remains have not been permanently interred or picked up by me / us or my / our agent designated for said purpose within thirty (30) days of this date, Dudley-Hoffman Crematory-Columbarium is authorized to inter or cause them to be interred in such manner as you deem advisable, including commingling thereof by interment in a location or by manner with the remains of another person or persons. I/We hereby agree to protect and indemnify Dudley-Hoffman Crematory-Columbarium or its assigns, against any claims or damages which may result on account of this authorization or my / our failure to properly identify or pick up said cremated remains, including legal fees and costs and expenses of litigation.

I certify that I am the _____ (relationship) and next of kin pursuant to Section 7100, Health and Safety Code, State of California, or am a relative acting as agent for the next of kin, and it is my legal right to control the disposition of the remains of the decedent. (A copy of Section 7100 is reproduced on the back of this form.)

My initials indicate that I have read section 7100.

I confirm that I (or my authorized representative) have viewed and identified the body of the Deceased.
Initials _____

I have declined the opportunity to view and identify the body of the Deceased.
Initials _____

Executed at _____ California, this _____ day of _____

Signature of next of kin or legal representative

Signature of next of kin or legal representative

For more information or funeral, cemetery, and cremation matters, contact:
Department of Consumer Affairs, Cemetery and Funeral Bureau • 1625 North Market Blvd., Suite S-208, Sacramento, CA 95834
(916) 574-7870 • 1-800-952-5210

RECEIPT FOR CREMATED REMAINS

The undersigned hereby acknowledges receipt from Dudley-Hoffman Crematory-Columbarium containing the cremated remains of _____ Date _____

Receiptable No. _____ Relationship to Deceased _____
In order to induce Dudley-Hoffman Crematory-Columbarium to deliver to me these cremated remains, I hereby agree to hold Dudley-Hoffman Crematory-Columbarium harmless and to indemnify them from any claim, loss, damages, or liabilities, including attorney's fees, which may arise by reason of their delivering said cremated remains to me in accordance with this document.

Signed _____ Print _____

7100 WHO HAS RIGHT TO CONTROL: Liability, Etc.

7100, (a) The right to control the disposition of the remains of a deceased person, the location and conditions of interment, and arrangements for funeral goods and services to be provided, unless other directions have been given by the decedent pursuant to Section 7100.1 vests in, and the duty of disposition and the liability for the reasonable cost of disposition of the remains devolves upon, the following in the order named:

(1) An agent under a power of attorney for health care who has the right and duty of disposition under Division 4.7 (commencing with section 4600) of Probate Code, except that the agent is liable for the costs of disposition only in either of the following cases:

(A) Where the agent makes a specific agreement to pay the cost of disposition.

(B) Where, in the absence of a specific agreement, the agent makes decisions concerning disposition that incur costs, in which case the agent is liable only for the reasonable costs incurred as a result of the agent's decision, to the extent that the decedent's estate or other appropriate fund is insufficient

(2) The competent surviving spouse.

(3) The sole surviving competent adult child of the decedent, or if there is more than one competent adult child of the decedent the majority of the surviving adult children. However, less than one-half of the surviving adult children shall be vested with the rights and duties of this section if they have used reasonable efforts to notify all other surviving competent adult children of their instructions and are not aware of any opposition to those instructions on the part of more than one-half of all surviving competent adult children.

(4) The surviving competent parent or parents of the decedent. If one of the surviving competent parents is absent, the remaining competent parent shall be vested with the rights and duties of this section after reasonable efforts have been unsuccessful in locating the absent surviving competent parent.

(5) The surviving competent adult person or persons respectively in the next degrees of kindred. If there is more than one surviving competent adult person of the same degree of kindred, the majority of those persons. Less than the majority of surviving competent adult persons of the same degree of kindred shall be vested with the rights and duties of this section if those persons have used reasonable efforts to notify all other surviving competent adult persons of the same degree of kindred of their instructions and are not aware of any opposition to those instructions on the part of one-half or more of all surviving competent adult persons of the same degree of kindred.

(6) The public administrator when the deceased has sufficient assets.

(b) (1) If any person to whom the right of control has vested pursuant to subdivision (a) has been charged with first or second degree murder or voluntary manslaughter in connection with the decedent's death and those charges are known to the funeral director of cemetery authority, the right of control is relinquished and passed on to the next of kin in accordance with subdivision (a).

(2) If the charges against the person are dropped, or if the person is acquitted of the charges, the right of control is returned to the person.

(3) Notwithstanding this subdivision, no person who has been charged with first or second degree murder or voluntary manslaughter in connection with the decedent's death to whom the right of control has not been returned pursuant to paragraph (2) shall have any right to control disposition pursuant to subdivision (a) which shall be applied, to the extent the funeral director or cemetery authority know about the charges, as if that person did not exist.

(c) A funeral director or cemetery authority shall have complete authority to control the disposition of the remains, and to proceed under this chapter to recover usual and customary charges for the disposition, when both of the following apply:

(1) Either of the following applies:

(A) The funeral director or cemetery authority has knowledge that none of the persons described in paragraphs (1) to (5), inclusive, of subdivision (a) exists.

(B) None of the persons described in paragraphs (1) to (5), inclusive, of subdivision (a) can be found after reasonable inquiry, or contacted by reasonable means.

(2) The public administrator fails to assume responsibility for disposition of the remains within seven days after having been given written notice of the facts. Written notice may be delivered by hand, U.S. mail, facsimile transmission, or telegraph.

(d) The liability for the reasonable cost of final disposition devolves jointly and severally upon all kin of the decedent in the same degree of kindred and upon the estate of the decedent. However, if a person accepts the gift of an entire body under subdivision (a) of Section 7155.5, that person, subject to the terms of the gift, shall be liable for the reasonable cost of final disposition of the decedent.

(e) This section shall be administered and construed to the end that the expressed instructions of the decedent or the person entitled to control the disposition shall be faithfully and promptly performed.

(f) A funeral director or cemetery authority shall not be liable to any person or persons for carrying out the instructions of the decedent or the person entitled to control the disposition.

(g) For purposes of this section, "adult" means an individual who has attained 18 years of age, "child" means a natural or adopted child of the decedent, and "competent" means an individual who has not been declared incompetent by a court of law or who has been declared competent by a court of law following a declaration of incompetence.