



**Miller Mortuary and Crematory Services**

Lubbock, Texas – (806) 763-9411 – FAX (806) 763-8065 – millermortuary@yahoo.com

**AUTHORIZATION FOR CREMATION AND DISPOSITION**

THIS IS A LEGAL DOCUMENT. PLEASE READ ALL INFORMATION CAREFULLY BEFORE SIGNING. THIS DOCUMENT CONTAINS IMPORTANT INFORMATION ABOUT CREMATION. CREMATION IS AN IRREVERSIBLE AND FINAL ACT.

NAME OF DECEASED \_\_\_\_\_

AGE \_\_\_\_\_ DATE OF DEATH \_\_\_\_\_ TIME OF DEATH \_\_\_\_\_

FUNERAL HOME \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

*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 if another person has an equal priority right to authorize cremation, the authorizing agent: has made all reasonable efforts but failed to contact that person and believes the person would not object to the cremation; and 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.*  
Health and Safety Code, Title 8. Death and Disposition of the Body, Subtitle C. Cemeteries and Crematories, Chapter 716, Subchapter A. General Provisions (Sec.716.032)

No individual may serve as an authorizing agent when it is known that a decedent has left specific instructions indicating that the decedent did not wish to be cremated or indicating a preference for arrangement other than cremation.

Any such individual who authorizes a cremation shall be deemed to warrant the truthfulness of any facts set forth on any authorization form utilized by the crematory and executed by such individual, including the identity of the human remains and such individuals authority to authorize the cremation; and such individual shall be personally and individually liable for all damages occasioned by and resulting from such authorization.

I/We, the undersigned, certify, warrant and represent that I/we, have the full legal right and know of no living person who has a superior priority under state law to authorize the cremation, processing and disposition of the remains of \_\_\_\_\_ (Hereafter referred to as the deceased). If another person has an equal priority right to authorize cremation, the authorizing agent has made all reasonable efforts but failed to contact that person and believes the person would not object to the cremation and 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.

» (Initial) \_\_\_\_\_

I/We, hereby request and authorize the said Funeral Home to take possession of and make arrangements for the cremation of the deceased at Miller Mortuary and Crematory Services, Lubbock, Texas and make the removal and/or receive and hold the above-named deceased, and keep in refrigeration if needed until the time of cremation. I also give Miller Mortuary permission to open the cremation container and verify the identification of the deceased with the personnel releasing or delivering the human remains.

**SCHEDULING:** Miller Mortuary and Crematory Services will schedule the cremation for the above-named deceased once all the necessary documents are received from the funeral home and no objectives have been raised. The cremation will take place as soon as schedule permits for the crematory.

**PERSONAL PROPERTY:** All personal property and effects delivered and/or received with the above-named decedent to the Crematory, including jewelry, clothes, hair pieces, dental bridgework, shoes, and etc, will be destroyed in the cremation process or otherwise discarded by the Cremator, in its sole discretion, unless specific instructions are given on cremation authorization.

»Please list any instructions: \_\_\_\_\_

**PACEMAKER** may create a hazard when placed in a cremation chamber. The crematory will not cremate any human remains which contains any type of implanted mechanical or radioactive device. In the event the remains of the deceased contain such a device I/We hereby authorize the funeral home, it's agent and employees to remove any such device from the deceased prior to cremation and dispose of such device at it's discretion. I/We understand that failure on my part (authorization agent) to notify the funeral home and/or crematory of such device could result in damage to crematory workers and equipment in which the authorizing agent(s) will be held liable. (Please Initial One Below)

»THE DECEASED DOES \_\_\_\_\_, DOES NOT \_\_\_\_\_ CONTAIN ANY TYPE OF IMPLANTED MECHANICAL OR RADIOACTIVE DEVICE.

»RETURN OF CREMATED REMAINS: The Authorizing Agent(s) request that delivery of the cremated remains of the above named deceased be as specified in the manner shown below. *Please initial below:* If left blank, the cremated remains will only be released to the Funeral Home.

- \_\_\_\_\_ Return or Release To Funeral Home
- \_\_\_\_\_ Release in Person from Miller Mortuary To: \_\_\_\_\_
- \_\_\_\_\_ Forward to the Authorizing Agent(s) or to someone designated by the Authorizing Agent(s). (List Name and Address Below)

Express Pricrity Mail (USPS) To: \_\_\_\_\_

Mailing Address (No P.O. Box): \_\_\_\_\_

The Authorizing Agent(s) agrees to assume all liability for any damages that may arise from said delivery via U.S. Express Priority Mail and agrees to indemnify and hold harmless Miller Mortuary and Crematory Services, the above listed funeral home and employees of each from any and all claims related to said shipment. The Funeral Home agrees to pay shipping and processing charges.

»THUMBPRINTS \_\_\_\_\_ <Initial if Thumb Prints are Requested by Authorizing Agent(s). Miller Crematory does not guarantee that thumbprints can and will be obtained, but will make an effort to do so. The Funeral Home agrees to pay process charges if thumbprints are obtained.

»Urn Option: (Please Circle One)

Decorative Urn Provided by Funeral Home/Family or Temporary Urn

»Container Option: (Please Circle One)

Cremation Casket/Rental Casket or Alternative Container

Manner of permanent disposition of cremated remains if known: \_\_\_\_\_

The cremation, procession and disposition of the remains of the deceased authorized herein shall be performed in accordance with all governing laws, rules, regulations and policies of the crematory and funeral home.

When a casket is used, the crematory is authorized to remove and dispose of handles, ornaments and any non-combustible material. I/We authorize the remains of the deceased to be removed prior to cremation and placed in a combustible container. I/We further authorize the crematory to dispose of any non-combustible casket or hardware in any lawful manner it deems appropriate.

There are certain items, including but not limited to, body prostheses, dentures, dental bridgework, jewelry and other personal articles accompanying the deceased that may be destroyed during the cremation process. I/We further 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 or sent to a certified recycling company in dignified and lawful process.

The cremation container containing the deceased will be placed in the cremation chamber and will be totally and irreversibly destroyed by prolonged exposure to intense heat and direct flame. I/We authorize Miller Mortuary and Crematory Services to open the cremation chamber during the cremation process and reposition the remains of the deceased in order to facilitate a complete and thorough cremation.

I/We hereby authorize Miller Mortuary and Crematory Services to separate and remove from the cremation chamber all non-combustible materials, including but not limited to, hinges, latches, nails, jewelry and precious metals, and to dispose of such material.

Following cremation, the cremated remains of the deceased, consisting primarily of bone fragments will be mechanically pulverized to an unidentifiable consistency prior to placing in an urn or other container.

Miller Mortuary and Crematory Services or the above listed funeral home can in accordance with the law not earlier than the 121st day following the cremation dispose of the cremated remains if the cremated remains have not been claimed by the Authorizing Agent or their designees.

I/We understand and acknowledge that even the exercise of reasonable care and the crematory's best effort, 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 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.

I/We agree to indemnify, release, and hold Miller Mortuary and Crematory Services, the above listed funeral home, their affiliates, agents, employees, assigns and officers harmless from any and all loss, damages, liability, or cause of action (including attorney's fees and expenses of litigation) in connection with the cremation and disposition of the cremated remains of the deceased, as authorized herein, or my failure to correctly identify the remains of the deceased, disclose the presence of any implanted mechanical or radioactive devices, or take possession of, or make permanent arrangements for the disposition of such remains.

»Please specify whether a viewing or a service was scheduled for the deceased with the deceased present before cremation: Date \_\_\_\_\_ Time \_\_\_\_\_

**SIGNATURE OF PERSON(S) AUTHORIZING CREMATION AND DISPOSITION** I/We warrant that all representations and statements made herein are true and correct and that I have read and understand the provisions contained in this document.

» **NAME OF DECEASED** \_\_\_\_\_

"I have full authority to act as the authorizing agent(s) and choose to authorize the cremation"

PRINTED NAME \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

» **WITNESS /FUNERAL HOME REPRESENTATIVE**

"I attest that the legal authorizing agent(s) has signed this legal document and I warrant that all representations and statements made herein are true and correct and that I have read and understand the provisions contained in this document." **Identity Verification:** The Funeral Home has given the authorizing agent(s) an opportunity to verify the identity of the deceased in the form of viewing, photo verification, or other methods and the family has done so or refused to do so.

PRINTED NAME \_\_\_\_\_ TITLE \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Cremation Authorization Requirements

- 1. MMS Decedent I.D. Form
- 2. Cremation Authorization Form Signed by ALL Authorizing Agent(s) and Funeral Director
- 3. A Death Record that indicates the deceased may be cremated by the proper County Authority (Medical Examiner or Judge/Justice of the Peace)
- 4. A Burial Transit Permit from the Appropriate County of Death

All Cremations at Miller Mortuary and Crematory are performed by Licensed Funeral Directors that are Certified Crematory Operators in Texas.