

Date: _____

Identification: _____



RED RIVER VALLEY CREMATION

321 27th Circle South, Fargo, North Dakota 58103 | (701) 237-6441

CREMATION AND DISPOSITION AUTHORIZATION

Before a cremation takes place, this Authorization Form must be completed and signed by an Agent with the authority to sign. Please read this Authorization Form carefully. You are encouraged to ask any questions you may have. Cremation is an irreversible and final process. You need to understand the cremation process described in Section 11 of this Authorization Form prior to signing this Authorization Form. Both Red River Valley Cremations LLC (the "Crematory" or "RRVC") and the funeral home you have chosen want you to fully understand the cremation process.

YOU SHOULD READ AND UNDERSTAND THE INFORMATION PROVIDED IN THIS AUTHORIZATION FORM. RRVC AND THE FUNERAL HOME ARE AVAILABLE TO ANSWER ANY QUESTIONS ABOUT THE CREMATION PROCESS AND/OR THE INFORMATION CONTAINED IN THIS AUTHORIZATION FORM.

1. DECEDENT IDENTIFICATION

Name of Decedent: _____ Sex: _____

Date of Birth: _____ Date of Death: _____ SSN: _____

Place of Death: _____ Cause of Death: _____

Was the death of Decedent due to an infectious or contagious disease? Yes ☐ No ☐ (Please check one)

AGENT HAS CONFIRMED THE IDENTITY OF DECEDENT AS FOLLOWS (Please initial one):

_____ The Agent has viewed the Decedent's remains and has identified the remains as the body of the Decedent.

OR

_____ A representative selected by the Agent has viewed the remains and identified them as the body of the Decedent.

OR

_____ The Agent has authorized the Funeral Home to photograph the remains and the Agent has identified the photograph as being of the body of the Decedent.

2. AGENT IDENTIFICATION (See also Section 3 of this Authorization Form)

Name of Agent: _____ Phone No.: _____

Address: _____

To the best of my knowledge, the information listed above is true and correct. I will hold the Funeral Home, RRVC and their respective employees harmless and fully indemnify them against any claim if the identification is not correct.

Date: _____ **Signature and agreement of Agent:** _____

The Agent represents that the relationship between the Agent and the Decedent is as follows:

- ☐ Agent is the surviving spouse of the Decedent at the time of Decedent's death.
- ☐ Agent is the adult child of the Decedent. If the Decedent had more than one surviving adult child, the Agent has informed the Funeral Home and/or Crematory of the number of adult children the Decedent has.
- ☐ Agent is a parent of the Decedent. The Agent has informed the Funeral Home and/or Crematory whether the other parent is surviving.
- ☐ Agent is the adult person in the next degree of kinship under the law of descent and distribution to inherit the estate of the Decedent.
- ☐ In the absence of any person described in the above options, the Agent is a person employed by the appropriate county social service board to arrange and supervise the disposition of the remains of the Decedent.

3. AUTHORITY OF AGENT

As Agent, I represent that I have the right to authorize the cremation of the Decedent's remains. I am selecting the following option:

- ☐ As Agent, I have filled in Section 2 above. I understand that any living person who meets the qualification of any level above my level of priority for making the determination on cremation would have a superior right to act as Agent. I certify that I do not have any actual knowledge of the existence of any living person who has a prior or superior right to act as Agent and make this determination regarding cremation.

OR

- ☐ As Agent, I am aware of a living person(s) who have an equal priority right to act as Agent, and I have either contacted such person(s) and they have no objection to the cremation of the Decedent or I have been unable to contact such person(s) after making reasonable efforts to do so. With respect to said person(s) I have been unable to contact, I certify that I have no reason to believe that the person(s) with the equal priority right would object to the cremation of the Decedent.

I represent that as Agent, I have the right to authorize cremation of the Decedent. Additional consents (if required), including the individual's name and relationship to the Decedent, are as follows:

Name: _____	Phone No.: _____
Signature: _____	Relationship: _____
Name: _____	Phone No.: _____
Signature: _____	Relationship: _____
Name: _____	Phone No.: _____
Signature: _____	Relationship: _____
Name: _____	Phone No.: _____
Signature: _____	Relationship: _____

4. RELIANCE ON AGENT

The Funeral Home and the Crematory are relying on the information supplied by Agent being accurate. If the information provided by Agent identifying the Decedent is incorrect, or if the Agent does not have the authority to make necessary arrangements, or if the representations made about implanted devices are incorrect and damage and/or injury has been caused, the Agent will be liable for the damages caused and/or injuries suffered. The Agent will indemnify, defend and hold harmless the Funeral Home and RRVC from any liability arising from the Agent's representations or actions.

5. FUNERAL HOME AND CREMATORY IDENTIFICATION AND AUTHORIZATION

The Agent authorizes RRVC and the Funeral Home identified below to carry out the directions and instructions of the Agent under the terms set forth in this Authorization Form.

Name of Funeral Home: _____

Address: _____ Phone No.: _____

Name of Crematory: Red River Valley Cremations LLC

Address: 123 10th St S, Fargo, ND 58104 Phone No.: 701-237-6441

Name of Funeral Director who obtained this Authorization: _____

6. MEDICAL DEVICES, METALS, IMPLANTS AND PROSTHESES

Pacemakers, batteries, wires, medical devices, implants or prostheses may create a hazardous condition when placed in a cremation chamber and subjected to heat. As Agent, I have listed below all devices (including mechanical, prosthetic, implants or materials) which may have been implanted in or attached to the Decedent. In the event of a failure to notify the Funeral Home or the Crematory responsible for removal of such a device, the Agent will be liable for any damage to the Crematory or injury to the Crematory personnel.

As Agent, I am aware of the following devices within the Decedent:

Description of Device(s): _____

As Agent, I represent that the following selected option is accurate:

- ☐ To the best of my knowledge, the remains of the Decedent do not contain any of the devices described in the first paragraph of this Section 6.

OR

- ☐ As Agent, I instruct the Funeral Home to remove each device listed above and to charge for its services in making or arranging for such removal. Unless indicated directly below, I authorize the Funeral Home to dispose of all such devices.

7. PERSONAL PROPERTY

All personal property and effects delivered with the remains of the Decedent to the Crematory, including jewelry, clothes, hair pieces, dental bridgework, eyeglasses and shoes, will be destroyed in the cremation process.

Items to be removed by Funeral Director and delivered to the Agent (*please describe*): _____

8. CASKET OR ALTERNATIVE CREMATION CONTAINER

The remains are to be cremated in a combustible casket or alternative container that is capable of being completely closed, is resistant to leakage or spillage, is sufficiently rigid to be handled easily, and provides protection for the health and safety of Crematory and Funeral Home personnel. In the event the casket or other container does not meet the above requirements, the Crematory will notify the Funeral Director. Many caskets that are comprised primarily of combustible materials may also contain some exterior parts that are not combustible and that may cause damage to the cremation equipment. As Agent, I authorize the Crematory, in its discretion, to remove and discard any non-combustible materials. I understand that RRVC will not accept metal or fiberglass caskets. I further understand that the casket or alternative container will be consumed as part of the cremation process.

Selected casket or alternative container (*please describe*): _____

9. URN OR TEMPORARY CONTAINER AFTER CREMATION

After the cremated remains have been processed, they will be placed in the urn or container listed below. If no urn or container is provided to the Crematory, the cremated remains will be placed in a container designed by the Crematory. The urn or container must be a rigid, sealed container constructed of fiberglass, metal, wood or plastic, and duly marked with the name of the Funeral Director involved in the cremation, the Decedent's name, the Decedent's date of birth, the Decedent's date of death and the complete name and address of the Crematory. The Agent acknowledges that it is impossible to recover all of the dust and residue from the cremation process.

In the case of an adult, it is recommended that the urn or container be a minimum size of 200 cubic inches. In the event the urn or container is insufficient to accommodate all of the cremated remains, the excess will be placed by the Crematory in a secondary container. This secondary container will be kept with the urn or the primary container and handled according to the final instructions set forth in Section 13; provided, however, that the secondary container may not be designed for shipping. All urns or containers provided to the Funeral Home or Crematory must be appropriate for shipping. The Agent directs the Crematory to use the specified urn or container listed below.

☐ Urn selected by Agent and is further described below.

OR

☐ Standard shipping container provided by Crematory.

Selected urn or alternative container (*please describe*): _____

10. WITNESSES

Witnessing a cremation can be an emotional experience. Witnesses are assuming the risks involved and fully release the Funeral Home and Crematory from any liability related in any manner to observing or being present for any part of the cremation process. To the extent permitted by the Crematory, the persons listed below are authorized to be present at the cremation room prior to and during the cremation of the Decedent's remains and during the removal of the cremated remains from the cremation chamber. If you desire witnesses, you must list the name and phone number of each witness below. Only listed witnesses which the Agent authorizes in writing may be present. Absolutely no other persons other than Crematory or Funeral Home staff may be present.

Witness: _____ Phone No.: _____
Witness: _____ Phone No.: _____

Witness: _____ Phone No.: _____
Witness: _____ Phone No.: _____
Witness: _____ Phone No.: _____

11. CREMATION PROCESS

Cremation of the Decedent's remains may take place before or after ceremonies to memorialize the Decedent. Cremation is performed to prepare the remains of the Decedent for deliver to Agent or other authorized person. The cremation is carried out by placing the Decedent's remains in the casket or alternative container which is then placed into a cremation chamber or retort where the remains are subjected to intense heat and flame. All cremations are performed individually. During the cremation process, it may be necessary to open the cremation chamber and reposition the remains of the Decedent.

Due to the nature of the cremation process, any personal possessions or valuable materials such as gold or jewelry (including any body prostheses or dental bridgework) that are left with the remains and not removed from the casket or container prior to cremation may be destroyed or disposed of by the Crematory. The Agent understands that arrangements must be made with the Funeral Home to remove any such possessions or valuable items prior to the Decedent being transported to the Crematory.

Following a cooling period, the cremated remains, which will normally weigh several pounds in the case of an average-sized adult, are then swept or raked from the cremation chamber. Although the Crematory will take reasonable efforts to remove all of the cremated remains from the cremation chamber, some dust and other residue from the process will be left behind. In addition, while every effort will be made to avoid commingling remains, inadvertent and incidental commingling of minute particles of cremated remains from the residues of previous cremations is a possibility, and the Agent understands and accepts this fact. The Agent agrees no claim will be made against the Funeral Home and/or the Crematory relating to any incidental commingling.

After the cremated remains are removed from the cremation chamber, all non-combustible material (insofar as possible) such as dental bridgework and hinges, latches and nails from the container will be separated and removed from the human bone fragments by visible or magnetic selection. The Crematory is authorized to dispose of these materials with similar materials from other cremations in a non-recoverable manner so that only human bone fragments will remain.

When the cremated remains are removed from the cremation chamber, the skeletal remains will often contain recognizable bone fragments. Unless otherwise specified, after the bone fragments have been separated from the other material they will be mechanically pulverized. The process of crushing or grinding may cause incidental commingling of the remains with the residue from the processing of previously cremated remains. These granulated particles of unidentifiable dimensions, which are virtually unrecognizable as human remains, will then be placed into a designated container and included with the remains.

12. DELIVERY OF CREMATED REMAINS

Following the cremation, the Agent directs the Crematory and/or Funeral Home to undertake the actions set forth below to arrange delivery with the Agent or other authorized person of the cremated remains of the Decedent to the Agent or other authorized person. If the cremated remains are shipped at any time, the Agent directs that the Crematory or Funeral Home utilize registered U.S. mail, with a return receipt requested. Cremated remains shipped through the mail shall be duly marked and sealed. Cremated remains may only be shipped in a container that is suitable, sturdy, pressure resistant and capable of being sealed.

The Agent understands that if no arrangements for the delivery, release or shipment of the cremated remains are made in this Authorization, the Crematory shall hold the cremated remains for one (1) year after cremation. If, during that one (1) year period, the cremated remains are not retrieved by the Agent or other person authorized by the Agent to receive the cremated remains, or if arrangements for accepting delivery of the cremated remains are not made, the Crematory or Funeral Home may return the cremated remains to the Agent at the address listed in Section 3. In the alternative, if no arrangements for delivery to the Agent or other authorized person of the cremated remains have been made within one (1) year after the cremation and if the Agent has not taken delivery of or caused the delivery of the cremated remains after the

Funeral Home or Crematory has sent written notice at least thirty (30) days prior to the time the Crematory or Funeral Home will act finally, then the Crematory or Funeral Home may proceed with the cremated remains by earth burial in an established cemetery in accordance with North Dakota Administrative Code § 25-05-01-12. The Agent shall be liable for the cost of such final action and shall reimburse the Crematory or Funeral Home immediately upon receipt of an invoice.

13. COLLECTION OF REMAINS

The Agent agrees to collect the cremated remains or have the cremated remains shipped to the Agent using the United States Postal Service (USPS). If the cremated remains are collected by the Agent on a timely basis, the deposit to cover the cost of shipping will be returned to the Agent. The Agent will be required to show identification to claim the cremated remains.

☐ The Crematory shall deliver the cremated remains of the Decedent to the Funeral Home.

OR

☐ The Funeral Home or, in the event the cremated remains are not returned to the Funeral Home, the Crematory shall deliver by registered mail the cremated remains of the Decedent as follows:

Name: _____ Phone No.: _____

Address: _____

OR

☐ Agent authorizes the cremated remains to be released to:

Name: _____ Phone No.: _____

Relationship: _____

14. VISITATION, FUNERAL CEREMONIES, EMBALMING INSTRUCTIONS

Prior to cremation of the Decedent's remains, the Agent or the Decedent's family has arranged for a visitation and/or funeral ceremony as set forth below:

Date: _____ Time(s): _____ Place: _____

Decedent's Remains: ☐ are to be embalmed.

☐ are not to be embalmed.

15. AUTHORIZATION TO CREMATE, PROCESS AND PULVERIZE

As Agent, I have read and understand the description of the cremation process contained in Sections 11, 12 and 13 and authorize the cremation, processing and pulverization of the remains of the Decedent. I further authorize the Funeral Home to deliver the Decedent's remains to the Crematory for the purpose of cremation.

Date: _____ **Signature:** _____

16. CERTIFICATION AND INDEMNIFICATION

The Agent acknowledges that the Funeral Home and Crematory are relying upon the representations being made by the Agent in this Authorization. The Agent certifies that all of the information and statements contained in this Authorization are accurate and that no omissions of any material facts have been made. The Agent agrees to indemnify and hold harmless the Funeral Home and the Crematory, their respective officers, directors, employees, owner(s) and agents from any and all claims, demands, actions, causes of action, damages or suits of any kind or nature whatsoever, including, but not limited to, any legal fees arising out of or resulting from the Funeral Home and Crematory's reliance on or performance consistent with the directions, statements, representations and agreements contained in this Cremation and Disposition Authorization. A signature appearing by photocopy, facsimile, digitally, or through a service such as DocuSign will be considered the same as an original signature for all purposes.

AGENT:

Date: _____

Signature: _____

FUNERAL DIRECTOR:

Date: _____

Signature: _____

17. CREMATORY ACCEPTANCE

(to be filled in by Crematory Operator upon completion of cremation)

The Crematory accepts the remains for cremation and certifies that cremation occurred _____ (time)
on _____ (date).

CREMATORY:

Date: _____

Signature: _____