

RIVERSIDE CEMETERY ASSOCIATION

2102 - 5th Street South • P.O. Box 1703 • Fargo, ND 58107

Office: (701) 235-2671 • Maintenance: (701) 232-1477 • Cell: (701) 361-8626 • Fax: (701) 235-1678

PLEASE NOTE: Our Crematory is always available for a personal inspection 9 AM — 4 PM Monday through Friday. Please call first to set up a time.

Identification # _____
(will be assigned by Crematory upon arrival of body of Decedent)

Date _____

CREMATION AND DISPOSITION AUTHORIZATION

In accordance with North Dakota law, this Authorization Form must be completed and signed prior to the cremation. Please read it carefully and ask us any questions you may have. Cremation is an irreversible and final process. It is important that you understand the cremation process that is described in Section 8 of this Authorization Form prior to signing it. We want you to fully understand the information provided in this Authorization Form, so we will be pleased to answer any questions about the cremation process or other information in this Form.

1. IDENTIFICATION OF THE DECEDENT

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

Place of Birth: _____ Sex: M _____ F _____ Age: _____ DOB: _____ S.S.#: _____

Place of Death: _____ Cause of Death: _____

Was the death of decedent due to an infectious or contagious disease? YES NO (circle one)

BECAUSE CREMATION IS IRREVERSIBLE, IDENTIFICATION OF THE DECEDENT IS REQUIRED BY ONE OF THE FOLLOWING METHODS:

- _____
(Initials) The Agent has viewed the remains and positively identified them as the body of the Decedent.
- OR
- _____
(Initials) The personal representative of the Agent has viewed the remains and positively identified them as the body of the Decedent.
- OR
- _____
(Initials) The Agent has authorized the Funeral Home to photograph the remains and the Agent has positively identified the photograph as that of the Decedent.

2. FUNERAL HOME AND CREMATORY

The Agent authorizes the Funeral Home and Crematory set forth below to carry out the directions and instructions of the Agent contained in this Authorization.

Name of Funeral Home: _____ Address: _____

Crematory: **Riverside Cemetery Association** Address: **2102 - 5th St. S., Fargo, ND 58103**

Name of Funeral Director who obtained this Authorization: _____

3. IDENTIFICATION OF AGENT (SEE #3 ON REVERSE SIDE.)

Name of Agent: _____ Address: _____

Telephone No.: () _____ Relationship: _____ Choose from selection in #3 on reverse side.

4. AUTHORITY OF AGENT (SEE #4 ON REVERSE SIDE.)

As Agent, I represent that I have the right to authorize the cremation of the Decedent's remains and I am initialing one of the following two statements accordingly:

- _____
(Initials) As Agent, I have filled in Section 3 above. I understand that any living person who meets the qualifications of any level above the one I filled in would have a superior right to act as the Agent. I certify that I do not have actual knowledge of the existence of any living person who has a superior right to act as Agent.
- OR
- _____
(Initials) As Agent, I am aware of a living person or persons who have an equal priority right to act as Agent. I have either contacted such person(s) and they have no objections to the cremation of the Decedent or I have been unable to contact such person(s) after making reasonable efforts to do so. In the latter case, 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.

5. PACEMAKERS, IMPLANTS, AND PROSTHESES (SEE #5 ON REVERSE SIDE.)

Description of Devices: _____

Please initial one of the following statements:

- _____
(Initials) To the best of my knowledge, the remains of the Decedent do not contain any of the Devices described in #5 on the reverse side.
- OR
- _____
(Initials) As Agent, I instruct 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, the Funeral Home is to dispose of all such Devices.

The Devices listed above will be removed prior to cremation: _____

6. CASKET OR ALTERNATIVE CONTAINER (SEE #6 BELOW)

Casket or Alternative Container Selected: _____

7. WITNESSES (SEE #7 BELOW)

(Initials) No Witnesses.

OR

(Initials) (List of Witnesses)

3. IDENTIFICATION OF AGENT

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

- (a) Agent is the surviving spouse of Decedent at time of death.
- (b) 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 the number of surviving adult children the Decedent has.
- (c) Agent is a parent of the Decedent. The Agent has informed the Funeral Home and/or Crematory whether the other parent is surviving.
- (d) 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.
- (e) In the absence of any person in paragraphs (a) through (d), Agent is a person employed by the appropriate county social service board to arrange and supervise the disposition of the remains of the Decedent.

4. AUTHORITY OF AGENT

As Agent, I represent that I have the right to authorize the cremation of the Decedent.

(a) Additional Consents: (optional)

Signature _____ Relationship _____

Signature _____ Relationship _____

Signature _____ Relationship _____

Signature _____ Relationship _____

5. PACEMAKERS, IMPLANTS, AND PROSTHESES (SEE #5 ON REVERSE SIDE.)

Pacemakers, radioactive, silicon or other implants, mechanical devices or prostheses may create a hazardous condition when placed in the cremation chamber and subjected to heat. As Agent, I have listed in #5 on the reverse side all devices (including mechanical, prosthetic, implants, or materials) which may have been implanted in or attached to the Decedent. In the event of failure to notify the Funeral Director or any others responsible for the removal of such a device, the Authorizing Agent will be liable for any damage to the Crematory or injury to Crematory personnel.

6. CASKET OR ALTERNATIVE 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 that the casket or container does not meet the above requirements, the Crematory will notify the Funeral Director. Many caskets that are comprised primarily of combustible material also contain some exterior parts (decorative handles or rails) 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 the non-combustible materials. I understand that Riverside Cemetery Association 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.

7. 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. To the extent permitted by the Crematory, the persons listed on the reverse side 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 initial #7 above and list their names.

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Date _____

8. AUTHORIZATION TO CREMATE, PROCESS AND PULVERIZE

(Initials)

As Agent, I have read and understand the description of the cremation process contained in #8 on the reverse side 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 the cremation.

9. URN OR CONTAINER (SEE #9 ON REVERSE SIDE)

- Urn selected by Agent. Description of urn: _____ OR
- Standard shipping container provided by Crematory.

10. FINAL DISPOSITION (PLEASE INITIAL THE OPTION SELECTED AFTER READING #10 ON REVERSE SIDE)

(Initials)

The Crematory shall deliver or mail by registered mail the cremated remains of the Decedent to the Funeral Home.

(Initials)

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

Name: _____

Address: _____

Release to: _____ Relationship: _____

11. 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 returned to Agent: _____

12. VISITATION, FUNERAL CEREMONIES, EMBALMING INSTRUCTIONS

Prior to the 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(s): _____ Time(s): _____ Place of Ceremonies: _____

Decedent's Remains: are to be embalmed. are not to be embalmed.

13. 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 no omissions of any material fact have been made. The Agent agrees to indemnify and hold harmless the Funeral Home and the Crematory, their officers, directors, employees and agents from any and all claims, demands, actions, causes of action 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's and the Crematory's reliance on or performance consistent with the directions, statements, representations and agreements contained in this Authorization.

Executed at _____, this _____ day of _____, 20_____

Signature of Agent

Signature of Funeral Director

14. 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 at _____ a.m. / p.m. on _____, 20_____.

Signature of Crematory Operator: _____

8. THE CREMATION PROCESS

The 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 final disposition. It 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 they 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 in order to facilitate a complete and thorough cremation. Through the use of suitable fuel, the incineration of the container and its contents is accomplished and all substances are consumed or driven off, except bone fragments (calcium compounds) and metal (including gold and silver and other non-human materials) as the temperature may not be 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 remains and not removed from the casket or container prior to cremation may be destroyed or if not destroyed, will be disposed of by the Crematory. The Agent understands that arrangements must be made with the Funeral Home to remove any such possessions or valuables prior to the time that the remains of the Decedent are transported to the Crematory.

Following a cooling period, the cremated remains, which will normally weigh several pounds in the case of an average-size 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, it is impossible to remove all of them, as some dust and other residue from the process will be left behind. In addition, while every effort will be made to avoid commingling, 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.

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 often will 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.

9. URN OR TEMPORARY CONTAINER

After the cremated remains have been processed, they will be placed in the urn listed on the reverse side or, if an urn is not provided to the Crematory, in a container. The urn or container must be a rigid sealed container of fiberglass, metal, wood or plastic, and duly marked with the name of the Funeral Director involved in the cremation, the age and dates of birth and death of the Decedent and the name and complete address of the Crematory. The Agent acknowledges that it is impossible to recover all of the dust and residue from the cremation and processing.

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 disposition instruction set forth in Section 10 on the reverse side; 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 in Section 9 on the reverse side.

10. FINAL DISPOSITION

Following the cremation, the Agent directs the Crematory and/or Funeral Home to undertake the actions set forth on the reverse side to arrange the final disposition of the cremated remains of the Decedent. 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. 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 final disposition, 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 person designated above to receive them or by the Agent, or if arrangements for their final disposition are not made, then 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 the final disposition 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 disposition, then the Crematory or Funeral Home may dispose of the cremated remains by earth burial in an established cemetery in accordance with North Dakota regulation 25-05-01-12. The Agent shall be liable for the cost of such final disposition and shall reimburse the Crematory or Funeral Home immediately upon receipt of an invoice.