

# Whatcom Cremation & Funeral - Authorization For Cremation And Disposition

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*This is a legal document concerning the cremation of a decedent. Cremation is irreversible and final. Please review carefully.*

Washington laws require written cremation authorization signed by certain person(s) to complete a cremation. Please check the option you intend to use. **A WCF staff person will confirm your option and arrange for the correct people to sign electronically (with DocuSign), via fax, or in-person.** See our contact information above.

**PRIOR to death, either option below may be used.**

- A person signs on their own behalf.
- A person with an **adequate** power-of-attorney signs. (a copy of the POA agreement must be given to us)

**AFTER death, you must choose the FIRST applicable option starting with the top of the list.**

- A person named in a signed & witnessed document from the deceased giving them specific authority to authorize the cremation.
- The spouse of the decedent or state registered domestic partner
- The majority of the surviving adult children (may be multiple signatures)
- The surviving parent(s) of the decedent (may be multiple signatures)
- The majority of the surviving siblings of the decedent (may be multiple signatures)
- A court appointed guardian for the person at the time of death
- The most responsible party available per RCW 68.59.160 Section 5

I/We, the undersigned, certify, warrant and represent that I/we have the full legal right and authority to authorize the cremation, processing and disposition of the remains of:

**Name:** \_\_\_\_\_ (the "Deceased")

**Date of Birth** \_\_\_\_\_

**Date of Death** \_\_\_\_\_

I/We hereby request and authorize **Whatcom Cremation & Funeral** (hereinafter referred to as the "Funeral Home") to take possession of and make arrangements for the cremation of the remains of the Deceased at Safe Harbor Funeral Services, Blaine, WA (hereinafter referred to as the "Crematory"). I/We authorize the Crematory to return the cremated remains of the Deceased to the possession and custody of the Funeral Home. I/We understand that the services and obligation of the Crematory shall be fulfilled when the cremated remains of the Deceased are returned to the possession and custody of the Funeral Home. I/We authorize the Funeral Home to arrange for the disposition of the cremated remains of the Deceased as follows. If the cremated remains are to be divided and delivered to multiple recipients (portions), the amounts and recipients will be explained under **Additional Instructions**.

**Person(s) or Facility to Receive Cremated Remains:** \_\_\_\_\_

**Delivery Method:**  In Person       Deliver to Cemetery       Send by Registered Mail

**Please check Yes or No for the following items:**

**Pacemaker:**  Yes  No

**Artificial Joint(s):**  Yes  No

**Radioactive Device or Implant:**  Yes  No

Unless noted below, the devices are recovered by the crematory and not returned with the cremated remains. Pacemakers and radioactive devices must be removed prior to cremation and additional charges may apply. Please note any items you wish to have cremated along with this person or any other special requests you have.

**Additional Instructions:** \_\_\_\_\_

The cremation, processing 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, under the following terms and conditions:

1. The remains of the Deceased will not be accepted for cremation unless received by the Crematory in a combustible, leak-resistant, rigid cremation container. The Crematory is authorized to remove and dispose of handles, ornaments, and any other noncombustible items attached to the cremation container prior to cremation. In the event the remains of the Deceased are received by the Crematory in a casket or other container constructed of metal, fiberglass, or other noncombustible materials, I/we authorize the remains of the Deceased to be removed prior to cremation and placed in a combustible cremation container. I/We further authorize the Funeral Home or Crematory to make disposition of any such noncombustible casket in any lawful manner it deems appropriate. Any expenses incurred for this will be billed through the contracted funeral home.
2. Mechanical or radioactive devices implanted in the remains of the Deceased (such as pacemakers, radionuclide material from nuclear testing, Brachytherapy radioactive seeds, etc.) may create a hazard when placed in the cremation chamber. The Crematory will not cremate any human remains that contain any type of implanted mechanical or radioactive device (does not include prosthetics).
  - A. In the event the remains of the Deceased contain a pace maker or similar device, I/we hereby authorize the Funeral Home, its agents and employees, to remove any such mechanical devices from the remains of the Deceased prior to the cremation, and dispose of such items at its discretion.
  - B. In the event the deceased has undergone nuclear testing prior to death the physician or nuclear medicine center must be contacted to determine the Radionuclide used and its half life. In some cases it may be necessary to postpone cremation until the radioactive material has undergone enough half lives to be considered safe.
  - C. In the event the remains of the Deceased contain Brachytherapy radioactive seeds or similar implants a physician must remove and dispose of the implants prior to cremation.
3. The cremation container containing the remains of the Deceased will be placed in the cremation chamber and will be totally and irreversibly destroyed by prolonged exposure to the intense heat and direct flame. It is understood that the human body burns with the casket, container, or material placed in the cremation chamber. Some bone fragments are not combustible at the incineration temperature and, as a result, remain in the cremation chamber.
4. During the cremation, the contents of the chamber may be moved to facilitate incineration. I/We authorize the Crematory 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.
5. The cremation chamber is composed of ceramic or other material, which disintegrates slightly during each cremation, and the product of that disintegration is commingled with cremated remains of the Deceased. Nearly all of the contents of the cremation chamber, consisting of the cremated remains of the Deceased, disintegrated cremation chamber material, and small amounts of residue from previous cremations are removed together and pulverized to facilitate inurnment or scattering. I/We understand and acknowledge that even with the exercise of reasonable care and the use of the Crematory's best efforts, it is not possible to recover all particles of the cremated remains of the Deceased, and some residue remains in the cracks and uneven places of the cremation chamber. Periodically, the accumulation of this residue is removed and interred in dedicated cemetery property.
6. Certain items, including but not limited to body prostheses, surgical implants, dentures, dental bridgework, dental fillings, jewelry, and other personal articles accompanying the remains of the Deceased, may be destroyed during the cremation process. Any items not incinerated during the cremation process will be disposed of by the crematory in a lawful and dignified manner, unless otherwise directed by the family of the deceased. No guarantee can be made as to the recovery of items going through the cremation process. Any metals, such as surgical implants recovered after the cremation process will be recycled with a licensed recycler. Any revenue generated from the recycling of these items will be donated equally to two local non-profit charities: The Ferndale Food Bank and The Bellingham Food Bank.
7. I/We hereby authorize the Crematory to separate and remove from the cremation chamber all noncombustible materials, including, but not limited to, hinges, latches and nails, and to dispose of such materials.
8. Unless an urn or container suitable for shipment is purchased the Crematory will place the cremated remains of the Deceased in a container that is not designed for any type of shipment.
9. In the event the urn or container is insufficient to accommodate all of the cremated remains of the Deceased, any excess cremated remains will be placed in a secondary container and returned to the Funeral Home, together with the primary urn or container.
10. Unless I/we give specific written instructions in this Authorization, the cremation, process and disposition of the remains of the Deceased will not be performed in accordance with any particular religious or ethnic customs.
11. In the event the cremated remains of the Deceased remain unclaimed for a period of 30 days, the Funeral Home can give written notice to me/us by Certified Mail at the address(es) indicated below. In the event the cremated remains of the Deceased remain unclaimed for a period of 120 days after the date when such written notification is mailed, I/we agree that the Funeral Home is authorized and directed to dispose of the unclaimed cremated remains of the Deceased in any lawful manner it deems appropriate.
12. I/We agree to indemnify, release and hold harmless the Crematory, Whatcom Cremation and Funeral Inc., their affiliates, agents, employees and assigns, from any and all loss, damages, liability, or causes 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 by my/our failure to correctly identify the remains of the Deceased, or disclose the presence of any implanted mechanical or radioactive devices, or take possession of or make permanent arrangements for the disposition of such remains.
13. Except as set forth in this Authorization, no warranties, expressed or implied, are made by the Funeral Home, Crematory, or any of their respective affiliates, agents or employees.
14. I/We understand that this document does not contain a complete and detailed description of every aspect of the cremation process.

**Decedent Name :** \_\_\_\_\_ **WCF File #** \_\_\_\_\_

**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/we have read and understand the provisions contained in pages 1 and 2 of this document. You may have someone who know you witness your signature or provide a photo identification number from a drivers license, passport, etc.

**Print Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone #** \_\_\_\_\_ **Relationship to Decedent** \_\_\_\_\_

**Witness Signature or ID Type and #** \_\_\_\_\_

**Print Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone #** \_\_\_\_\_ **Relationship to Decedent** \_\_\_\_\_

**Witness Signature or ID Type and #** \_\_\_\_\_

**Print Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone #** \_\_\_\_\_ **Relationship to Decedent** \_\_\_\_\_

**Witness Signature or ID Type and #** \_\_\_\_\_

**Print Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone #** \_\_\_\_\_ **Relationship to Decedent** \_\_\_\_\_

**Witness Signature or ID Type and #** \_\_\_\_\_

**Decedent Name :** \_\_\_\_\_ **WCF File #** \_\_\_\_\_