

THIS IS A LEGAL DOCUMENT- IT CONTAINS IMPORTANT PROVISIONS CONCERNING CREMATION
Cremation is Final and Irreversible - Please Read Carefully Before Signing

GardenHill Funeral Director Service, Inc.

579 Grove Street, Irvington, NJ 07111

Betty R. Hill, Manager

NJ Lic. No. 4156

973-675-8401 / Fax: 973-866-5656

Name of Decedent:		Place of Death:	
Date of Death:	Sex:	Age:	
Name of Next of Kin:			
Name of Crematory:		Location of Crematory:	

CREMATION

Cremations and final disposition will be performed in accordance with all governing laws and the policies and procedures established by the State of New Jersey, the local crematory we select and this funeral home.

Cremation will only take place after all of the following conditions have been met:

1. 24 hours have transpired since the death occurred (N.J.S.A. 26:18.1).
2. Any scheduled ceremonies or viewing have been completed.
3. Civil and medical authorities have issued all necessary permits (N.J.S.A. 26:7-16).
4. Necessary authorizations have been obtained, and no objections have been raised.
5. Positive identification of decedent has been accomplished by the next of kin.

Because cremation is a final irreversible decision, it is important to our funeral home that you have a full understanding of the process. We ask that you take the time to read this document carefully and feel free to ask any questions you may have. Every cremation is performed individually.

PACEMAKERS, PROSTHESES, SILICONE AND RADIOACTIVE IMPLANTS

Pacemakers, prostheses, and other mechanical or radioactive devices or implants in the decedent, may create a hazardous condition when placed in the cremation chamber. It is imperative that pacemakers and radioactive devices be removed prior to cremation. If our funeral home is not notified about such devices or implants and not permitted to remove them, then the person(s) authorizing the cremation will be responsible for any and all damages caused to the local crematory or crematory personnel by such device or implant.

ALL PACEMAKERS AND RADIOACTIVE IMPLANTS MUST BE REMOVED PRIOR TO DELIVERING THE DECEDENT TO THE CREMATORY

The decedent's body does contain pacemakers, prostheses, silicone and/or radioactive implants. Initial

The following is a complete list of all existing devices (including all mechanical, silicone or radioactive implants and prosthetic devices) which are implanted in or attached to the decedent that should be removed prior to cremation.

- | | |
|----|----|
| 1. | 2. |
| 3. | 4. |

I/we authorize a representative of the Funeral Home to surgically remove any hazardous implants/devices. Initial

The decedent's body does not contain a pacemaker, radioactive implant or any other device that could be harmful to the crematory.

The body is safe to cremate. Initial

THE CREMATION PROCESS

In preparation for cremation the decedent is placed in a rigid casket or alternative container strong enough to ensure proper protection and dignity of the body while at the same time providing ease of handling for funeral home and crematory personnel. The decedent is cremated in this container/casket. All caskets and alternative containers must be composed of a material suitable for cremation: be able to be closed and completely cover the body; be sufficient to handle with ease; and be able to provide protection to the funeral home and crematory personnel. Many caskets that are primarily combustible also contain parts, such as decorative handles or rails, that are not combustible and that could cause damage to the cremation chamber. The crematory, at its sole discretion, reserves the right to remove these non-combustible materials prior to cremation and to discard them with similar materials from other cremations and refuse in a non-recoverable manner.

Our funeral home strongly discourages the purchase of a metal casket for cremation. If such a casket is purchased and a crematory can be located that will accommodate cremation with a metal casket, then the crematory may, at its sole discretion, reserve the right to take any and all of the following steps to facilitate cremation: remove or prop open the lid, or cut holes in the casket. Following cremation, remnants of the casket's metal shell will be manually and mechanically reduced in size so that they may be discarded in an economical manner with similar materials from other cremations and refuse in a non-recoverable manner.

The decedent is placed in the crematory chamber (retort). In this chamber, through intense heat and flame (1400 to 1800 degrees Fahrenheit) the body and the container are reduced to basic components referred to as cremated remains. The entire cremation process generally takes from 1.5 to 3 hours.

Any valuables such as jewelry or dental gold left with the decedent will be destroyed and unrecoverable after the cremation process. These items, along with any prosthetic parts and non-combustible container parts (i.e. hinges, nails, etc.) will be removed by visible or magnetic selection from the cremated remains and disposed of by the crematory.

Following a cooling period, the cremated remains are removed from the crematory chamber. Cremated remains are NOT ashes. They are in fact bone fragments (calcium compounds) and normally weigh between three and nine pounds. Every effort is made to remove all of the cremated remains from the chamber. However, it is impossible to remove all particles. Incidental and accidental commingling is a realistic possibility.

Some crematories further process the cremated remains to reduce their size by the process of pulverization or grinding as they often contain recognizable bone fragments. The process of grinding and crushing may also cause incidental commingling of the remains with minute residue from the previous processing. Upon completion of this process, these granulated particles of unidentifiable dimensions will be virtually unrecognizable as human. The crematory will make every reasonable effort to place all of the cremated remains into a temporary receptacle along with a certificate of cremation which must accompany the cremated remains to the place of final disposition.

If a permanent container (urn) is selected by the next of kin, our Funeral Home will make a reasonable effort to transfer all of the cremated remains from the temporary container into the permanent urn. In the event the urn is insufficient to accommodate all of the cremated remains, the excess will remain in the temporary container. This container will be kept with the primary urn and handled according to your disposition instructions.

Cremation although a legal form of disposition is NOT final disposition, nor is placing the cremated remains in storage at our funeral home an alternative to final disposition. Cremation simply reduces the human body to cremated remains. Some decisions must be made for the final placement of the cremated remains. You are encouraged to review your options with your funeral director and make those decisions during this arrangement conference.

I have read the above description of the cremation process in its entirety. I understand what I have read and that cremation is an irreversible process. I have no further questions about my decision to proceed.

Initial

IDENTIFICATION OF THE DECEDENT

It is the policy of our Funeral Home that no decedent shall be cremated, buried, or entombed without proper identification by the next of kin or legal representative.

- The undersigned, having been provided the opportunity to physically view the body, do positively identify same as that of the person named above. Identification occurred: Date _____ Time _____ Place _____
- Identification is not required as decedent died at his/her residence or with family in attendance at the time decedent was transferred by our staff to our funeral home.
- Identification was made by photograph of the decedent by request of and with permission of the next of kin with said photograph being made a permanent part of the decedent's funeral home file.
- Identification was made through the Medical Examiners Office, using DNA, dental records and/or fingerprints.

I/We have identified the body that was delivered to the funeral home as the decedent named above and have authorized the funeral home to deliver the decedent to the Crematory for cremation and to arrange for the final disposition of the cremated remains, as set forth on this form. I/we assume all liability for mistaken identification. Initial

AUTHORIZATION FOR CREMATION

I/We, the undersigned, hereby authorize and request that the Crematory, in accordance with and subject to its rules and regulations, and any applicable state or local laws or regulations, cremate the body of the decedent in the container as selected/provided by the family.

Initial _____

AUTHORITY OF AUTHORIZING AGENT

I/We hereby certify that the decedent left the following surviving heirs at law:

Spouse, registered domestic partner or civil union partner Yes No: Name: _____

If no spouse, registered domestic partner or civil union partner proceed to children:

Children? Yes No How Many _____ List Name(s): _____

If no children proceed to parents: Parents? Yes No How Many _____ List Name(s): _____

If no parents proceed to siblings: Siblings? Yes No How Many _____ List Name(s): _____

If no siblings state name and authority of authorizing party. If the legal next of kin or if all persons of the same degree of kinship are not signing below, a written explanation must be completed by the Authorizing Agent(s) signing below and attached to this form.

Therefore, I/we certify that I/we am/are the closest living next of kin to the decedent and that I/we am/are related as stated above, that I/we have charge of the body and as such possess full legal authority and power, according to the laws of the State of New Jersey, to execute the authorization form and to arrange for the cremation and disposition of the cremated remains of the decedent. In addition, I/we am/are aware of no objection to this cremation by any spouse, registered domestic partner, civil union partner, child, parent, or sibling specified. I/we have had the opportunity to read this document and authorize this funeral home and the crematory to perform the cremation of the decedent in accordance with its terms.

Initial _____

TIME OF CREMATION

I/we are aware that according to N.J.S.A. 26:18.1, cremation may not take place in the State of New Jersey until 24 hours have elapsed from the time of death as recorded on the official transcript of death. The Funeral Home is authorized to deliver and the Crematory is authorized to perform the cremation, at its discretion, and according to its own time schedule, as work permits, without obtaining any further authorizations or instructions.

Initial _____

DISPOSITION OF CREMATED REMAINS

I/We authorize the Funeral Home to deliver, ship, release or dispose of the cremated remains in:

- Temporary urn(s) Permanent urn(s) Multiple urn(s) Number _____
- Deliver to: Release cremated remains to: Ship US postal service VIA Registered Return Receipt Mail to:
- Bury in Cemetery: Inurn in Mausoleum: Scatter (the cremated remains will NOT be recoverable)

Name of Individual:	Relationship to Decedent:
Name of Place if not an Individual:	Phone number:
Address	
Cremated remains received by:	Date: _____
Signature: _____	

LIMITATION OF LIABILITY

As the Authorizing Agent(s), I/We hereby agree to indemnify, defend, and hold harmless the funeral home, its officers, agents, and employees of and from any and all claims, demands, causes of action, and suits of every kind, nature and description, in law or equity, including any legal fees, costs, and expenses obligation, arising as a result of, based upon or connected with this authorization, including the failure to properly identify the decedent or the human remains transported to the funeral home, the processing, shipping and final disposition of the decedent's cremated remains, the failure to take possession of or make proper arrangements for the final disposition of the cremated remains, any damage due to harmful or explosible implants, claims brought by any other person(s) claiming the right to control the disposition of the decedent or the decedent's cremated remains, or any other action performed by the funeral home, its officers, agents or employees, pursuant to this authorization excepting only acts of willful negligence.

Initial _____

SIGNATURE OF AUTHORIZING AGENT(S)

By executing this form, as Authorizing Agent(s), the undersigned warrant that all representations and statements contained on this form are true and correct, that these statements were made to induce the Funeral Home to arrange for the cremation of the body of the decedent, and that the undersigned have read and understand the provisions contained in this form, acknowledging and agreeing with every provision initialed by the principle authorizing agent.

Executed at:	this	day of	20
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Name:	Signature
Relationship to Decedent:	Phone Number:
Address:	

Name:	Signature
Relationship to Decedent:	Phone Number:
Address:	

Name:	Signature
Relationship to Decedent:	Phone Number:
Address:	

Name:	Signature
Relationship to Decedent:	Phone Number:
Address:	

Signature of Funeral Director as Witness

RECEIPT OF DELIVERY TO CREMATORY

The Crematory received the remains of the decedent identified above on:

(date) _____ at (time) _____ in (type of container) _____

Signature of Crematory Representative

RECEIPT OF DELIVERY FROM CREMATORY

The Funeral Home received the cremated remains of the decedent identified above on (date) _____ at (time) _____

Signature of Funeral Home Representative

THE EVERGREEN CEMETERY IS HEREBY AUTHORIZED TO CREMATE THE

Remains of _____

The undersigned, as legal custodian of the remains of the above named deceased, hereby authorizes The Evergreen Cemetery to cremate and dispose of such remains in the following manner:

- Mail To: _____ Name _____
- To a Family _____ Address _____
- To Funeral Director _____
- To a Cemetery _____
- To The Evergreen Cemetery Scattering Garden _____

Interment in Evergreen Cemetery
Lot _____ Section _____

It is agreed that in all instances where the Cemetery has been requested to ship the remains it will be done at the risk and expense of the undersigned.

In consideration of the reliance by the Evergreen Cemetery on the representations hereinafter made by the undersigned and said Cemetery's agreement to cremate the remains, the undersigned agrees to indemnify and hold harmless said Cemetery from any and all liability, loss or damage whatsoever, which may accrue by reason of the foregoing authorization in accordance with and as defined by the New Jersey Cemetery Act, Title 8A and more particularly in accord with 8A:5-18, 8A:5-21. (see reverse side.)

I hereby certify that I am related to the deceased as indicated below, that I have the right to authorize this cremation, that any personal possessions have either been removed or may be destroyed and that the deceased died of natural causes.

Print or Type Name of Legal Custodian _____
 Signature of Legal Custodian _____
 Relationship to Deceased _____
 Address _____

 Date _____

Cremation No. _____ Date of Cremation _____

Name of Deceased _____

Place of Birth _____ Age _____

*Death due to infectious or contagious disease Yes No

Pacemaker Yes No

Single Married Widowed Divorced Separated Veteran

Late Residence _____

Place of Death _____

Date of Death _____

Cause of Death _____

Funeral Director _____

Excluded are metal lined cases and caskets of metal, fiber glass, plastic or any other material or substance that is not combustible or that would be injurious to the cremation chamber or Cemetery Employee.

Excerpts from Title 8A, the New Jersey Cemetery Act:

8A:5-18. The right to control the disposition of the remains of a deceased person, unless other directions have been given by the descendent or by a court of competent jurisdiction shall be in the following order:

- a. The surviving spouse
- b. A majority of the surviving children of the descendent or the surviving child if one.
- c. The surviving parent or parents of the descendent.
- d. The majority of the brothers and sisters of the descendent if no child or parent is living.
- e. other next of kin according to the degree of consanguinity.

8A:5-19 The cemetery company may permit cremation of any remains upon the receipt of a written authorization of a person representing himself and believed to be a person who has the right to control the disposition of said remains in accordance with this act. The cemetery company shall not be liable for cremation pursuant to such authorization, unless it has reasonable notice that such representation is untrue or knowledge of notice that the person making such representation is not so authorized.

*A:5-21 Any person signing any authorization for the cremation of any remains warrants the truthfulness of the facts set forth in the authorization, the identity of the person whose remains are sought to be interred, cremated or removed, and his authority to order interment, cremation or removal. He shall personally be liable for all damages occasioned by or resulting from any false statement or breach of such warranty.