



AUTHORIZATION FOR CREMATION, PROCESSING, AND DISPOSITION OF THE REMAINS OF:

Social Security # _____

Date and Time of death of (hereinafter, "the Deceased") was _____ as indicated on the attached attending physician's, medical examiner's, or coroner's certificate of death.

The undersigned agent of the Deceased certifies that said agent has the full legal authority and right to authorize the cremation, processing and disposition of the Deceased remains. And further, said agent certifies that, to the agent's knowledge, there exists no person who possesses a superior priority right and no person of equal priority who disagrees with this authorization.

Exercising the authority aforesaid, I, the undersigned, hereby authorize **Ridgeway Funeral Home** (hereinafter, "Funeral Establishment") to take possession of, and make arrangements for, the cremation of the remains of the Deceased at **Statewide Cremation Services** (hereinafter, "Crematory Authority"); said Crematory Authority being specifically authorized to carry out the process of Cremation of the Deceased's remains in accordance with the provisions of Chapter 8 of Title 32 (1976 S.C. Code, as amended) upon receipt of the Deceased's remains.

I, as agent of the Deceased, hereby declare that, to the best of my knowledge: (check one)

_____ The Deceased's remains **DO NOT** contain a pacemaker or any other material or implant that may be hazardous to, or cause damage to, the cremation chamber or the person performing the cremation.

_____ The Deceased's remains **DO** contain a pacemaker or other material implant that may be hazardous or cause damage to the cremation chamber or the person performing the cremation. *

* Please list all materials/implants here: _____

I, as agent of the Deceased, hereby declare that, to the best of my knowledge:

_____ The Deceased **DID NOT** have an Infectious, contagious, or communicable disease or a disease declared by the Department of Health and Environmental Control to be dangerous to the public health.

_____ The Deceased **DID** have an infectious, contagious, or communicable disease declared by the Department of Health and Environmental Control to be dangerous to the public health. *

* Please list all diseases here: _____

The Agent of the Deceased further authorizes and instructs the Crematory Authority to properly dispose of any items, other than the remains of the Deceased, including but not limited to body prostheses, dentures, dental bridgework, and dental fillings that are recovered from the cremation chamber.

Items of value delivered to the Crematory Authority with the remains of the deceased are listed below along with instructions as to how they should be handled: _____

Jewelry and other personal articles that are recovered from the cremation chamber are to be disposed of as follows:

THE CREMATION, PROCESSING, AND DISPOSITION OF THE REMAINS OF THE DECEASED, AS AUTHORIZED ABOVE, SHALL BE PERFORMED IN ACCORDANCE WITH ALL GOVERNING LAWS, AS WELL AS THE RULES, REGULATIONS, AND POLICIES OF THE FUNERAL ESTABLISHMENT AND/OR CREMATORY AUTHORITY, SUCH AUTHORIZATION BEING SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. The remains of the Deceased will not be accepted by the Crematory Authority unless the Deceased is in a casket, cremation casket, or an approved alternative container.
2. The Crematory Authority shall separate and remove from the cremation chamber all noncombustible materials, including but not limited to, hinges, latches, nails, jewelry and precious metal, and the Crematory shall dispose of such materials as provided by law and/or as instructed herein.
3. Unless specifically authorized by the Deceased's agent(s), the Crematory Authority shall not simultaneously cremate the remains of more than one person in the same cremation chamber.
4. The services of the Crematory Authority are deemed to be fulfilled when the cremated remains of the Deceased are returned to the custody of the Funeral Establishment.
5. **Ridgeway Funeral Home** (Funeral Establishment) is hereby authorized to dispose of the Deceased's cremated remains as follows: _____
6. If no method of disposition is specified in number 5 above, the cremated remains of the Deceased are to be held by the Crematory Authority for a period of 30 days, unless said remains are picked up by or shipped to the agent or Funeral Establishment before that time. At the end of 30 days, if final disposition arrangements have not been made, the Crematory Authority may return the cremated remains to the agent of the Deceased or the Funeral Establishment.
7. If, at the end of 60 days, no final disposition arrangements have been made, the Crematory Authority or Funeral Establishment in charge of the disposition arrangements may dispose of the cremated remains in a manner provided by law, and in accordance with Chapter 8 of Title 32 (1976 S.C. Code, as amended).
8. Deceased's agent may revoke this authorization within 12 hours of its execution by providing written notice to the Funeral Establishment which assisted in making these arrangements and the Crematory Authority designated to perform the cremation.

By signing this Cremation Authorization Form, I, as agent for the Deceased, agree that **Ridgeway Funeral Home** (Funeral Establishment) and **Statewide Cremation Services** (Crematory Authority) and their respective agents, employees, and assigns shall be held harmless in regard to any and all loss, damage, liability, or causes of action in connection with the cremation, processing, and disposition of the Deceased's remains. However, said Funeral Establishment and Crematory Authority and their respective agents, employees, and assigns shall not be held harmless for any acts in regard to the cremation, processing, and disposition of the Deceased's remains if said acts are performed in a grossly negligent manner.

FURTHER, I HEREBY STATE THAT ALL REPRESENTATIONS AND STATEMENTS MADE BY ME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND, FURTHER THAT I HAVE READ AND UNDERSTAND THE PROVISIONS CONTAINED IN THIS DOCUMENT AND THE ATTACHED EXPLANATORY INFORMATION IN REGARD TO THE CREMATION PROCESS.

AGENT SIGNATURE: _____ **DATE:** _____

Relationship to Deceased: _____ **PHONE #:** _____

Address of Agent: _____

WITNESS: _____ **DATE:** _____ **TIME:** _____ (Specify a.m. or p.m.)

AGENT SIGNATURE: _____ **DATE:** _____

Relationship to Deceased: _____ **PHONE #:** _____

Address of Agent: _____

WITNESS: _____ **DATE:** _____ **TIME:** _____ (Specify a.m. or p.m.)

AFFIDAVIT OF STATUTORY PRIORITY OF AGENT(S) FOR AT-NEED CREMATION AUTHORIZATION

The Undersigned (hereinafter referred to as "Affiant or Affiants"), and who being duly sworn, hereby declare, warrant and represent that the undersigned Affiant (s), pursuant to the South Carolina Safe Cremation Act (South Carolina Code Section 32-8-300, et.seq.and as amended), is (are) authorized as and does herein expressly and absolutely authorize **Ridgeway Funeral Home** hereinafter referred to as "Funeral Home" and, if applicable, the licensed establishment handling the actual cremation, **Statewide Cremation Services** hereinafter referred to as "Crematory", to cremate the remains of:

_____ (hereinafter referred to as the "decedent").

WARRANTY OF AUTHORITY OF AUTHORIZING AGENT: I (We) represent that we understand that the Funeral Home and/or Crematory is absolutely relying on this Affidavit of Agent Order of Priority of Authorization to perform and accomplish the requested cremation of the decedent; and the undersigned Affiant(s) herein represent and warrant that there is **no** person(s) of a higher authority, or in a prior class of authority, reasonably available to make or object to the execution of this authorization to cremate the decedent by me (us). If the undersigned Affiant is a spouse, I do herein represent and warrant there is no legal proceeding filed seeking a divorce between the decedent and the undersigned Affiant. If the undersigned Affiant (s) are involved by virtue of there being more than one (1) member of my (our) same class as defined by order of priority in SC Code Section 32-8-320 (A), who is (are) entitled to authorize the cremation of the decedent, then the undersigned Affiant (s) represent and warrant that this authorization to cremate is being made by me (us) as a member of the same class pursuant to SC Code Section 32-8-320 (B) as I (we) as a member (s) of this class do **not** know of an objection by another member within this same class; provided, however, that if an objection is known to me (us), then this authorization to cremate is being made by a majority of the members of the same class who are reasonably available to so authorize it. If the undersigned Affiant (s) exhibited special care and concern for the decedent and there are no person (s) serving as decedent's agent as provided for in Code Section 32-8-320 (A) and (D) (1) or (2), then the Affiant so represents and warrants the eligibility of Affiant of this special relationship authority under (D) (3) of SC Code Section 32-8-320. The undersigned Affiant (s) further warrant that I (we) possess full legal authority and power, according to the laws of the state of South Carolina, to execute this Affidavit of Agent's Statutory Priority of Authorization to Cremate and to arrange for the cremation and disposition of the cremated remains of the decedent. The undersigned Affiant (s) also state that I (We) take full responsibility for this authorization and I (we) assume all responsibility for its directive; and that I (we) herein release all claims (including punitive), known and unknown, against the Funeral Home and/or Crematory which arise out of their actions or services rendered in connection with and/or as is or may be authorized under this Affidavit.

INDEMNITY and HOLD HARMLESS WARRANTY: As the Authorizing Agent(s), I (We) hereby agree to indemnify, defend, and hold harmless the Funeral Home and/or the Crematory, its officers, agents and employees, from any and all claims, demands, causes or causes of action, whether known or unknown, and also all suits of every kind, nature and description, whether in law or equity, including any legal fees, costs and expenses incurred out of such filed litigation, and which arise or may arise as a result of, based upon or in connection with the issuance of this Affidavit; and particularly including but not limited to claims brought by any other person(s) claiming the right of authority to control the disposition of the decedent's cremated remains.

AFFIANT(S) ACKNOWLEDGE THAT BY EXECUTING THIS AFFIDAVIT OF AGENT PRIORITY OF CREMATION AUTHORIZATION THAT I (WE) HAVE READ AND FULLY UNDERSTAND SAID AUTHORIZATION AND THAT I (WE) EXPRESSLY ACKNOWLEDGE, UNDERSTAND AND AGREE TO THE HOLD HARMLESS AND INDEMNIFICATION PROVISION HEREIN. AFFIANT (S) FURTHER DECLARE, SWEAR, AND ATTEST THAT ALL REPRESENTATIONS, WARRANTIES AND STATEMENTS CONTAINED WITHIN THIS AUTHORIZATION ARE TRUE AND CORRECT AND THE FUNERAL HOME AND/OR CREMATORY IS ENTITLED TO SO RELY.

AFFIANT(S) FURTHER SAYETH NOT.

Affiant's Printed Name Relationship Signature Date

Affiant's Printed Name Relationship Signature Date

Subscribed and sworn to before me, this _____ day of _____ 20_____.

Notary's signature: _____

Notary's printed name: _____

NOTARY PUBLIC and I herein attest that my commission expires _____, 20_____.

RECEIVED by: _____ (Funeral Home) and dated