



Everden Rust

**Funeral Services & Crematorium**

- 1130 Carmi Avenue, Penticton, B.C.
- 1910 Windsor Road, Kelowna, B.C.
- 104-3500 Carrington Rd, West Kelowna, B.C.

CREMATION NO. \_\_\_\_\_

# CREMATION and DISPOSITION AUTHORIZATION

Name of Deceased: \_\_\_\_\_

Date of Death: \_\_\_\_\_ Time of Death: \_\_\_\_\_

Place of Death: \_\_\_\_\_

Description of Container: \_\_\_\_\_

Sex: \_\_\_\_\_ Age: \_\_\_\_\_ Birthdate: \_\_\_\_\_

I CERTIFY that I am the \_\_\_\_\_ of the deceased, and that under the "order of priority" provisions of section 5 of the Cremation, Interment and Funeral Services act, I have the right to, and do hereby, authorize the cremation of the deceased and the disposition of the cremated remains, subject to the Act, the regulations, and the Bylaws of the Crematorium. I agree to Indemnify and hold harmless the Crematorium and the Funeral Provider, their officers and employees, from any liability, costs, expenses or claims resulting from this cremation and disposition authorization. (See sections 5,6,8,13, printed on the reverse side of this Form.)

<ol style="list-style-type: none"> <li>1. I have read and understand the disclosure information of the reverse side of this form regarding the cremation process, container preparation and storage of cremated remains</li> <li>2. I have been offered the opportunity to personally identify the deceased and accept full responsibility for the identification, or for waiving actual viewing. (Additional fees apply.)</li> <li>3. I understand that, because of the nature of the cremation process, any jewelry, prosthesis or any other items remaining with the body will be destroyed and unrecoverable; my instructions regarding any removal are indicated at right.</li> <li>4. I understand surgically implanted devices (pacemaker, etc.) because of the danger of explosion, constitute a hazard to equipment and employees. I have indicated at right if any device is present and have instructed the funeral director to remove prior to cremation. I am liable for any damage or injury if I fail to disclose presence of any device.</li> <li>5. I understand I must declare if the deceased had a communicable disease at time of death and have indicated at right.</li> <li>6. I understand that, if I have not made provisions below for the disposition of the cremated remains, I am required to pay, a holding fee of \$ 50.00 per month after 60 days from today's date.</li> <li>7. I / We hereby certify that the remains of the deceased <input type="checkbox"/> DO <input type="checkbox"/> DO NOT contain any type of implanted mechanical or radioactive device.</li> <li>8. Witnessing a cremation can be an emotional experience. Witnessing must take place while a licensed funeral director is present. Witnesses assume all risks involved and fully release the funeral home and crematory from any liability, claims of mental or emotional distress, loss, harm or other claims. Witnessing can only take place with the written permission of the Authorizing Agent and may include witnessing the delivery of the Decedent to the crematory, placing the Decedent in the cremation chamber and the removal of the Decedent from the cremation chamber.</li> <li>9. I (we) authorize the Crematory to dispose of and/or recycle any non-combustible items including but not limited to hinges, latches, nails, screws, staples, plates, metal prosthesis or implants.</li> </ol>	<p>(1-9) Initials <input style="width: 100px; height: 20px;" type="text"/></p> <p>REMOVE VALUABLES <input type="checkbox"/> YES <input type="checkbox"/> NO Removed by: _____</p> <p>IMPLANT DEVICE <input type="checkbox"/> YES <input type="checkbox"/> NO Removed by: _____</p> <p>COMMUNICABLE DISEASE <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>HOLDING FEE PAID <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>PERMIT WITNESSING <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>TAKE FINGERPRINT <input type="checkbox"/> YES <input type="checkbox"/> NO Taken By: _____</p> <p>TAKE DNA SAMPLE <input type="checkbox"/> YES <input type="checkbox"/> NO Taken By: _____</p>
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If the following disposition section is not completed, the cremated remains will be entrusted to the funeral provider named below, who may permanently dispose of them, in a manner approved by the C.P.A. if unclaimed within one year from this date at Executor's or Next of Kin's expense. Initials

Cremated Remains are to be: \_\_\_\_\_ (Mark the appropriate box and give particulars here)

Inter at \_\_\_\_\_

Hold Until: (Additional Charges Apply) \_\_\_\_\_

Ship via Canada Post Registered Service (Additional Waiver Must Be Signed) \_\_\_\_\_

Deliver to \_\_\_\_\_

Release to \_\_\_\_\_

I, the undersigned, hereby authorize \_\_\_\_\_ to receive the cremated remains of the above deceased on my behalf.

CREMATION CERTIFICATE:  YES  NO      URN SUPPLIED:  YES  NO

Disclosures and waivers on the reverse side are made a part of this Authorization.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**FUNERAL DIRECTOR**

I have explained this form, witnessed the signature, and seen to any removals as directed; the casket/container is free of any extraneous material.

\_\_\_\_\_  
(Signature of person giving authorization)

\_\_\_\_\_  
(Name: Printed)

\_\_\_\_\_  
(Signature of Funeral Director)

\_\_\_\_\_  
(Name: Printed)

Address: \_\_\_\_\_

City: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Phone No: \_\_\_\_\_

Email: \_\_\_\_\_

**DISCLOSURES**

(These disclosures should be read in conjunction with the terms on the face of this Authorization Form and sections 5,6,8 & 13 of the Cremation, Interment and Funeral Services Act and the Regulations made under the same Act.)

Cremations and the disclosures made in this Authorization Form, are governed by the provisions of the Cremation, Interment and Funeral Services Act and its Regulations.

Cremation is a process by which, through intense heat and flame at a temperature between 870 and 1035 C (1600-1900 F), human remains are reduced to elemental bone fragments, weighing approximately 4 kg (approximately 6-9 pounds).

In this Form, "operator" means the person (company, society, board, etc.) owning, controlling or managing a Crematorium or Cemetery, and includes its agents and employees.

For cremation purposes, human remains must be encased in a suitable "container"; this may be a casket (if not made of metal or fiberglass) or some other self contained receptacle or enclosure made of a rigid material that is of sufficient strength to hold and conveniently transport or move human remains, but does not include a receptacle or enclosure made of plastic or similar substance, or a pouch or bag.

The container in which human remains are placed for cremation is consumed in the cremation process. However, since certain portions from the exterior of the container (such as handles, nails, etc.) are non-combustible and may cause damage to the cremation equipment, these may be removed by the crematorium prior to the cremation, destroyed and disposed of in an approved manner.

Upon completion of the cremation, all of the contents of the cremation chamber, insofar as possible, will be carefully removed and held separately; while every effort will be made to avoid commingling, inadvertent or incidental commingling of minute particles of cremated remains from the residue of previous cremations is a possibility, and is hereby sanctioned.

Since the contents, when removed, will contain non-combustible items from the container, such as hinges, latches, nails, etc., these will be removed by visible or magnetic selection, or a combination of both and, along with any other foreign materials (such as prosthesis, etc.) will be disposed of in an approved manner.

Unless otherwise directed, the cremated remains will be reduced by mechanical processing into unidentifiable dimensions; where the cremated remains are not to be mechanically processed, they will be reduced manually to a size permitting their placement in a receptacle.

Upon completion of the reduction, the cremated remains will be placed in the crematorium's receptacle or other receptacle provided by the person authorizing the cremation. Should the volume of the cremated remains exceed the capacity of the receptacle, the excess will be placed in a separate receptacle.

Where the person authorizing the cremation has given instructions for the disposition of the cremated remains, these will be carried out by the crematorium or funeral provider, as applicable, if it is legally within their power to do so and all necessary arrangements have been made and applicable charges paid.

Where the person authorizing the cremation has not given instructions for the disposition of the cremated remains, that person may be required to pay in advance of the cremation the prescribed holding fee and, following the cremation, the cremated remains will be returned to the funeral provider (or other person) from whom the human remains were received; the holding fee will be refunded if the cremated remains are claimed, or adequate disposition instructions given, within 90 days from the date of this Authorization.

Cremated remains, unclaimed for one year from the date of this Authorization, may be permanently disposed of in an approved manner without further notification.

Where authorization is given for scattering of the cremated remains in an approved scattering garden, this authorization sanctions any resulting commingling with other cremated remains in the garden.

Cremated remains may not be scattered or otherwise disposed of in any public area or on private property without permission from the owner of the property.

**Storage of Cremated Remains**

**WHEREAS:**

- A. Everden Rust Funeral Services & Crematorium, a division of 432306 B.C. Ltd ("Everden"). As part of it's business, temporarily store the cremated remains;
- B. The Undersigned has/have requested that Everden temporarily store the cremated remains of the deceased (the "Cremated Remains");

**WITNESS THAT** the parties agree as follows:

- 1. Everden will store the Cremated Remains for a period not exceeding 60 days following their cremation, without charge (the "Free Storage Period").
- 2. If the Undersigned do (es) not retrieve the Cremated Remains during the Free Storage Period the Undersigned will pay to Everden a storage fee of \$ 50.00 per month from day one.
- 3. The Undersigned HEREBY WAIVE(S) ANY AND ALL CLAIMS which the Undersigned (or any of them) may now or in the future have against Everden or any of it's officers, directors and employees in any way arising out of the storage (which term shall include loss or negligent or improper storage) of the Cremated Remains and agree (s) to indemnify and hold harmless Everden and each of it's officers, directors and employees from any claims which might be made by any third party arising out of the storage (which term shall include loss or negligent or improper storage) of the Cremated Remains.

**FOR CREMATORIUM USE ONLY**

Remains received: \_\_\_\_\_,

Date of Cremation: \_\_\_\_\_,

Cremation Number: \_\_\_\_\_ Disc Number: \_\_\_\_\_

The instructions on the face side of this authorization regarding the disposition of the cremated remains have been carried out.

Dated in Penticton / Kelowna, British Columbia, this \_\_\_\_\_ day \_\_\_\_\_,

\_\_\_\_\_  
Signature of person receiving remains

\_\_\_\_\_  
Signature of Crematorium representative

\_\_\_\_\_  
Name: Printed

\_\_\_\_\_  
Name: Printed

**CREMATION, INTERMENT AND FUNERAL SERVICES ACT:**

**Control of disposition of human remains or cremated remains**

**5** (1) Subject to this section and section 8 (3) (b) (i) [requirement for authorization before funeral services or disposition], the right of a person to control the disposition of the human remains or cremated remains vests in, and devolves on, the following persons in order of priority:

- (a) the personal representative named in the will of the deceased;
  - (b) the spouse of the deceased;
  - (c) an adult child of the deceased;
  - (d) an adult grandchild of the deceased;
  - (e) if the deceased was a minor, a person who was a legal guardian of the person of the deceased at the date of death;
  - (f) a parent of the deceased;
  - (g) an adult sibling of the deceased;
  - (h) an adult nephew or niece of the deceased;
  - (i) an adult next of kin of the deceased, determined on the basis provided by sections 89 and 90 of the Estate Administration Act;
  - (j) the minister under the *Employment and Assistance Act* or, if the official administrator under the *Estate Administration Act* is administering the estate of the deceased under that Act, the official administrator;
  - (k) an adult person having a personal or kinship relationship with the deceased, other than those referred to in paragraphs (b) to (d) and (f) to (j).
- (2) If the person at the top of the order of priority set out in subsection (1) is unavailable or unwilling to give instructions, the right to give instructions passes to the person who is next in priority.
- (3) If, under subsection (1), the right to control the disposition of human remains or cremated remains passes to persons of equal rank, the order of priority
- (a) is determined in accordance with an agreement between or among them, or
  - (b) in the absence of an agreement referred to in paragraph (a), begins with the eldest of the persons and descends in order of age.
- (4) A person claiming that he or she should be given the sole right to control the disposition of the human remains or cremated remains may apply to the Supreme Court for an order regarding that right.
- (5) When hearing an application under subsection (4), the Supreme Court must have regard to the rights of all persons having an interest and, without limitation, give consideration to
- (a) the feelings of those related to, or associated with, the deceased, giving particular regard to the spouse of the deceased,
  - (b) the rules, practice and beliefs respecting disposition of human remains and cremated remains followed or held by people of the religious faith of the deceased,
  - (c) any reasonable directions given by the deceased respecting the disposition of his or her human remains or cremated remains, and
  - (d) whether the dispute that is the subject of the application involves family hostility or a capricious change of mind respecting the disposition of the human remains or cremated remains.
- (6) Despite subsections (1) to (3), if the Supreme Court makes an order in favour of a person who has applied to it under subsection (4), that person is deemed to be at the top of the order of priority set out in subsection (1).

**Disposition to be in accordance with preference of deceased**

**6** A written preference by a deceased person respecting the disposition of his or her human remains or cremated remains is binding on the person who under section 5 [control of disposition of human remains or cremated remains], has the right to control the disposition of those remains if

- (a) the preference is stated in a will or preneed cemetery or funeral services contract,
- (b) compliance with the preference is consistent with the *Human Tissue Gift Act*, and
- (c) compliance with the preference would not be unreasonable or impracticable or cause hardship.

**Requirement for authorization before funeral services or disposition**

**8** (1) A funeral provider must not provide funeral services unless the funeral provider has received written authorization from the person who, under section 5 [control of disposition of human remains or cremated remains], has the right to control the disposition of the human remains.

(2) Despite subsection (1), a funeral provider may accept an authorization by telephone to begin funeral services if the funeral provider does not dispose of the human remains until the funeral provider receives the written authorization required by subsection (1).

(3) An operator of a cemetery, mausoleum and crematorium must not dispose of human remains unless

- (a) the operator is authorized to do so under the *Vital Statistics Act*, and
- (b) the operator
  - (i) is ordered to do so by a medical health officer under the *Health Act*, or
  - (ii) has received the authorization from the person who, under section 5 [control of disposition of human remains or cremated remains], has the right to control the disposition of the human remains.

**Time frames for cremation**

**13** (1) An operator of a crematorium must not cremate human remains within 48 hours after the time of death unless the operator is ordered to do so by a medical health officer under the *Health Act*.

(2) Subject to section 8 [requirements for authorization before funeral services or disposition], subsection (1) of this section and the regulations, an operator of a crematorium must cremate, as soon as practicable, human remains that the operator is responsible for cremating.