

RCW 68.50.160

Right to control disposition of remains—Liability of funeral establishment or cemetery authority—Liability for cost.

(1) A person has the right to control the disposition of his or her own remains without the predeath or postdeath consent of another person. A valid written document expressing the decedent's wishes regarding the place or method of disposition of his or her remains, signed by the decedent in the presence of a witness, is sufficient legal authorization for the procedures to be accomplished.

(2) Prearrangements that are prepaid, or filed with a licensed funeral establishment or cemetery authority, under RCW 18.39.280 through 18.39.345 and chapter 68.46 RCW are not subject to cancellation or substantial revision by survivors. Absent actual knowledge of contrary legal authorization under this section, a licensed funeral establishment or cemetery authority may not be held criminally nor civilly liable for acting upon such prearrangements.

(3) If the decedent has not made a prearrangement as set forth in subsection (2) of this section or the costs of executing the decedent's wishes regarding the disposition of the decedent's remains exceeds a reasonable amount or directions have not been given by the decedent, the right to control the disposition of the remains of a deceased person vests in, and the duty of disposition and the liability for the reasonable cost of preparation, care, and disposition of such remains devolves upon the following in the order named:

(a) The person designated by the decedent as authorized to direct disposition as listed on the decedent's United States department of defense record of emergency data, DD form 93, or its successor form, if the decedent died while serving in military service as described in 10 U.S.C. Sec. 1481(a) (1)-(8) in any branch of the United States armed forces, United States reserve forces, or national guard;

(b) The designated agent of the decedent as directed through a written document signed and dated by the decedent in the presence of a witness. The direction of the designated agent is sufficient to direct the type, place, and method of disposition;

(c) The surviving spouse or state registered domestic partner;

(d) The majority of the surviving adult children of the decedent;

(e) The surviving parents of the decedent;

(f) The majority of the surviving siblings of the decedent;

(g) A court-appointed guardian for the person at the time of the person's death.

(4) If any person to whom the right of control has vested pursuant to subsection (3) of this section has been arrested or charged with first or second degree murder or first degree manslaughter in connection with the decedent's death, the right of control is relinquished and passed on in accordance with subsection (3) of this section.

(5) If a cemetery authority as defined in RCW 68.04.190 or a funeral establishment licensed under chapter 18.39 RCW has made a good faith effort to locate the person cited in subsection (3)(a) through (g) of this section or the legal representative of the decedent's estate, the cemetery authority or funeral establishment has the right to rely on an authority to bury or make final disposition of the human remains, executed by the most responsible party available, and the cemetery authority or funeral establishment may not be held criminally or civilly liable for burying or performing final disposition of the human remains. In the event any government agency or charitable organization provides the funds for the disposition of any human remains, the cemetery authority, alkaline hydrolysis, natural organic reduction facility, or funeral establishment may not be held criminally or civilly liable for making final disposition of the human remains.

(6) The liability for the reasonable cost of preparation, care, and disposition devolves jointly and severally upon all kin of the decedent in the same degree of kindred, in the order listed in subsection (3) of this section, and upon the estate of the decedent.

[2019 c 432 § 23; 2012 c 5 § 1; 2011 c 265 § 2; 2010 c 274 § 602; 2007 c 156 § 24; 2005 c 365 § 141; 1993 c 297 § 1; 1992 c 108 § 1; 1943 c 247 § 29; Rem. Supp. 1943 § 3778-29. Formerly RCW 68.08.160.]

NOTES:

Effective date—2019 c 432: See note following RCW 68.05.175.

Intent—2010 c 274: See note following RCW 10.31.100.

Disposal of remains of indigent persons: RCW 36.39.030.

Order of payment of debts of estate: RCW 11.76.110.

Washington State Death Worksheet

Local File Number

1. Legal Name (Include AKA's if any) First Middle LAST Suffix				2. Death Date(MM/DD/YYYY)	
				6. County of Death	
3. Sex (M/F)	4a. Age-Last Birthday (Years)	4b. Under 1 Year Months Days	4c. Under 1 Day Hours Minutes	5. Social Security Number	
12. Was Decedent ever in U.S. Armed Forces? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk		7. Birthdate (MM/DD/YYYY)		8a. Birthplace (City, Town, or County)	8b. (State or Foreign Country)
9. Decedent's Education (Check the box that best describes the highest degree or level of school completed at the time of death.) <input type="checkbox"/> 8 th grade or less (Specify): _____ <input type="checkbox"/> 9 th - 12 th grade; no diploma <input type="checkbox"/> High school graduate or GED completed <input type="checkbox"/> Some college credit, but no degree <input type="checkbox"/> Associate degree(e.g., AA, AS) <input type="checkbox"/> Bachelor's degree(e.g., BA, AB, BS) <input type="checkbox"/> Master's degree(e.g., MA, MS, MEd, MSW, MBA) <input type="checkbox"/> Doctorate(e.g., PhD EdD) or Professional degree(e.g., MD, DDS, DVM, LLB, JD)			10. Was Decedent of Hispanic Origin? (Check the box that best describes whether the decedent was Spanish/Hispanic/Latino or check the "No" box if decedent was not Spanish/Hispanic/Latino.) <input type="checkbox"/> No, not Spanish/Hispanic/Latino <input type="checkbox"/> Yes, Mexican, Mexican American, Chicano <input type="checkbox"/> Yes, Puerto Rican <input type="checkbox"/> Yes, Cuban <input type="checkbox"/> Yes, other Spanish/Hispanic/Latino (Specify): _____		11. Decedent's Race (Check one or more races to indicate what the decedent considered himself or herself to be.) <input type="checkbox"/> White <input type="checkbox"/> Black or African American <input type="checkbox"/> American Indian or Alaska Native (Name of the enrolled or principal tribe): _____ <input type="checkbox"/> Asian Indian <input type="checkbox"/> Chinese <input type="checkbox"/> Filipino <input type="checkbox"/> Japanese <input type="checkbox"/> Korean <input type="checkbox"/> Vietnamese <input type="checkbox"/> Other Asian(Specify): _____ <input type="checkbox"/> Native Hawaiian <input type="checkbox"/> Guamanian or Chamorro <input type="checkbox"/> Samoan <input type="checkbox"/> Other Pacific Islander (Specify): _____ <input type="checkbox"/> Other (Specify): _____
13a. Residence: Number and Street (e.g., 624 SE 5 th St.) (Include Apt. No.)				13b. City or Town	
13c. Residence: County		13d. Tribal Reservation Name (if applicable)	13e. State or Foreign Country		13f. Zip Code + 4
13g. Inside City Limits? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk		14. Estimated length of time at residence. (Specify units (e.g., 6 years, 6 month, etc.))	15. Marital Status at Time of Death <input type="checkbox"/> Married <input type="checkbox"/> Married, but separated <input type="checkbox"/> Widowed <input type="checkbox"/> Domestic Partner <input type="checkbox"/> Divorced <input type="checkbox"/> Never Married <input type="checkbox"/> Unknown		
16. Surviving Spouse's or Domestic Partner's Name (Give name prior to first marriage)					
17. Usual Occupation (Indicate type of work done during most of working life. (DO NOT USE RETIRED).)			18. Kind of Business/Industry (Do not use Company Name)		
Parents' & Informant's Information					
19. Father's Name (First, Middle, Last, Suffix)			20. Mother's Name Before First Marriage (First, Middle, Last)		
21. Informant's Name			22. Relationship to Decedent		
23. Mailing Address: Number & Street or RFD No. City or Town State Zip					
Place of Death					
24. If Death Occurred in a Hospital: <input type="checkbox"/> Inpatient <input type="checkbox"/> Emergency Room/Outpatient <input type="checkbox"/> Dead on Arrival			If Death Occurred Somewhere Other than a Hospital: <input type="checkbox"/> Hospice Facility <input type="checkbox"/> Nursing Home/Long Term Care Facility <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (Specify): _____		
25. Facility Name (if not a facility, give number & street)		26. City, Town, or Location of Death	26b. State	27. Zip Code	
Disposition					
28. Method of Disposition <input type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> Donation <input type="checkbox"/> Entombment <input type="checkbox"/> Body not Recovered <input type="checkbox"/> Other(Specify): _____		29. Place of Disposition (Name of cemetery, crematory, other place)		30. Location-City/Town, and State	
31. Name and Complete Address of Funeral Facility				32. Date of Disposition (MM/DD/YYYY)	
33. Funeral Director Signature X					

Part 1 completed by Funeral Director

Obituary Outline

Select Papers:

<input type="radio"/> Prosser Record Bulletin	<input type="radio"/> Tri-City Herald Free Death Notice
<input type="radio"/> Grandview Herald	<input type="radio"/> Tri-City Herald Paid Obituary
<input type="radio"/> Sunnyside Daily Sun	<input type="radio"/> Yakima Herald Free Death Notice
<input type="radio"/> Other:	<input type="radio"/> Yakima Herald Paid Obituary

Are we submitting a photo? Yes No

Name of Deceased: _____ Age: _____

Date & Place of Passing: _____

Date & Place of Birth: _____

Areas Lived & How Long:

Length of Residence in Prosser/Lower Valley: _____

Armed Service/Dates/Rank: _____

Education/College Degrees:

Childhood: _____

Occupation/Work History:

Date & Place of Marriage: _____ Date of Retirement: _____

Hobbies & Interest:

Clubs/Organizations/Church Affiliations:

Achievements & Awards:

Survived by (towns lived in):

Preceded in Death:

Memorial Contributions (Name & Address):

Service Information:

Rosary:

Visitation:

Memorial/Funeral:

Cemetery:

Graveside:

Reception:

Funeral Home: _____
Date Received: _____

No: _____
Date Cremated: _____

Prosser Funeral Home & Crematory
AUTHORIZATION FOR CREMATION AND CREMATORY ACCEPTANCE FORM

I/We hereby certify that I/We have full legal authority to authorize the cremation, processing and disposition of the cremated remains of _____ (the "Deceased") who was born on the _____ day of _____, _____ and who died at _____ on the _____ day of _____, 20_____, and I/We direct **PROSSER FUNERAL HOME & CREMATORY** to cremate and process the remains of the Deceased in accordance with: (a) the terms and conditions set forth in this authorization, (b) **PROSSER FUNERAL HOME & CREMATORY** rules and regulations, and (c) any applicable state or local laws, rules or regulations.

1. The **PROSSER FUNERAL HOME & CREMATORY** agrees only to cremate the remains of the Deceased following the procedures authorized by the laws of the State of Washington and the regulations of the State Cemetery Board. **THE CREMATORY** shall not be responsible for delays beyond its reasonable control, including delays which interfere with or alter its customary procedures.

2. I/We understand that due to the nature of the cremation process any valuable material, including dental gold, will either be destroyed or not recoverable. Accordingly, I/We represent and warrant to the Crematory that any personal possessions and valuable material of the Deceased have either been removed from the remains or may be destroyed.

3. In the course of the cremation process, the Crematory will exercise reasonable care to avoid commingling of the cremated remains of the Deceased with other cremated remains. However, some minimal commingling will likely occur. The authorized representative(s) hereby expressly acknowledge and authorize the incidental or inadvertent commingling of the cremated remains of the Deceased with other residual cremated remains remaining in the cremation chamber and/or other devices utilized to reduce the cremated remains, which remains shall be disposed of by the Crematory at its sole discretion.

4. Mechanical devices, such as pacemakers, implanted in the Deceased may create a hazardous condition when placed in the cremation chamber. I/We also understand that the Crematory will not therefore, cremate any human remains which contain any type of implanted mechanical device, and I/We individually and on behalf of the estate of the Deceased, agree to defend (with legal counsel satisfactory to the Crematory) and indemnify the Crematory, its affiliates and their agents and employees against loss from any and all claims, demands or damages which may be made by or against it or them because of my/our failure to disclose the existence of such implanted mechanical device or devices before cremation. By signing below, the undersigned authorized representatives, individually and on behalf of the estate of the Deceased, represent and warrant that the remains of the Deceased contain no foreign mechanical devices or material which may create a hazardous condition when cremated.

Signed _____

5. I/We understand that the cremated remains are bone residue which will be processed to permit their placement in an urn or other container. I/We also understand that unless a suitable container is purchased for the cremated remains, **PROSSER FUNERAL HOME & CREMATORY** will place such remains in a sealable container which is designed for short term or temporary use. In the event the capacity of the urn or other container is insufficient to accommodate all the recoverable processed remains, the Crematory is hereby authorized to dispose of the remaining processed remains unless otherwise instructed in writing by the undersigned. Any unique or additional handling instructions shall be at the sole cost and expense of the undersigned authorized representative(s).

Disposition Instructions:

Signed: _____

6. The Crematory will mail or ship the cremated remains at the sole cost and expense of the undersigned and estate of the Deceased, in accordance with the Disposition Instructions set forth in paragraph 5 above. If shipping is required, the cremated remains will be placed in a sealable container which, in turn shall be placed in a cardboard container and sent by registered mail with a "return receipt for merchandise." In the absence of specific disposition instructions, the Crematory is authorized to make the cremated remains available to the funeral director who handled this disposition of any immediate family member of the Deceased. The Crematory shall not be responsible for the handling of cremated remains once placed with the common carrier, including but not limited to damage to the container or spillage of its contents.

7. AS A CONDITION FOR THE CREMATORY TO PERFORM THE CREMATION SERVICES DESCRIBED ABOVE, THE UNDERSIGNED AUTHORIZED REPRESENTATIVE(S) INDIVIDUALLY AND ON BEHALF OF THE ESTATE OF THE DECEASED, AGREE TO INDEMNIFY, RELEASE AND HOLD HARMLESS THE CREMATORY, IT'S AFFILIATES AND THEIR AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, AND LIABILITIES ARISING OUT OF OR RELATING TO SERVICES PERFORMED BY THE CREMATORY, UNLESS CAUSED BY THE WILLFULL OR INTENTIONAL MISCONDUCT OF THE CREMATORY OR ITS AUTHORIZED AGENTS. IN ANY EVENT, THE CREMATORY SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE HANDLING OF THE CREMATED REMAINS, AND THE CREMATORY'S LIABILITY SHALL BE LIMITED TO THE ACTUAL DAMAGES CAUSED OR THE FEES PAID FOR THE CREMATORY SERVICES, WHICHEVER IS LESS.

Signed: _____ (Legal Representative)

Address: _____ Dated: _____

Relationship to Deceased or Authority to Sign

FUNERAL HOME ACKNOWLEDGEMENT OF DELIVERY

We have delivered to **PROSSER FUNERAL HOME & CREMATORY** the body identified by the undersigned funeral home as _____ (Name of Deceased) for the cremation on (date) _____ at _____ (time). The body was enclosed in (color) _____ (shape) _____ (covering)

_____. (The Deceased's remains will not be accepted for cremation unless they are fully contained in a suitable rigid container.) The Deceased will be cremated in the container in which it is received. The undersigned certifies that the remains of the decedent _____ (do) _____ (do not) contain any pacemaker or battery or any other type of any kind of implanted mechanical device and the undersigned agrees to defend and indemnify the Crematory, its agents and employees against any loss from any and all claims, demands or damages which may be made by reason of the existence of such pacemaker, battery or mechanical device within the cremation chamber.

Funeral Home _____ Representative _____
Address _____
City _____

ACCEPTED by **PROSSER FUNERAL HOME & CREMATORY** _____

For Crematory Use

Embalmed _____

Unembalmed _____

Refrigerated _____

Death Occurred On _____ (Date) At _____ (Time)

GUARANTEED PREARRANGED FUNERAL AGREEMENT

The funeral is planned for (Beneficiary):			Social Security Number		
Address	City	State	Zip	Telephone ()	
Purchaser (if different)			Social Security Number		
Address	City	State	Zip	Telephone ()	
Funeral Home					
Address	City	State	Zip	Telephone ()	

STATEMENT OF FUNERAL MERCHANDISE AND SERVICES SELECTED

Section I. Merchandise and Services

A. Basic Services of the Funeral Director and Staff
 Professional staff services for the arrangement, supervision and direction of the funeral and for administrative services. \$ _____

B. Care and Preparation of the Remains
 Embalming \$ _____
 Refrigeration \$ _____
 Other preparation \$ _____

C. Use of Facilities and Staff
 Visitation \$ _____
 Funeral service \$ _____
 Memorial service \$ _____
 Graveside service \$ _____
 Additional charge for Sunday, holiday and/or evening service \$ _____
 Other (describe) \$ _____

D. Transportation (within a _____ mile radius of funeral home)
 For all vehicles, additional distance will be charged at the per mile rate in effect at the time of need.
 Vehicle for initial transfer of deceased \$ _____
 Funeral vehicle (hearse) \$ _____
 Family vehicle \$ _____
 Flower vehicle \$ _____
 Service vehicle \$ _____
 Other (describe) \$ _____

E. Merchandise
 Casket selected _____
 \$ _____
 Description _____
 Metal _____ Gauge _____ Wood (spec) _____
 Shell style: Square Round Urn
 Exterior color _____
 Interior material: Velvet Crepe
 Interior color _____

Outer burial container \$ _____
 Concrete Steel Metal Wood
 Description _____
 Urn/vase \$ _____
 Description _____
 Clothing/Shroud \$ _____
 Alternative container \$ _____

F. Other Goods and Services
 Memorial booklet \$ _____
 Service folders/prayer cards \$ _____
 Acknowledgment cards \$ _____
 Additional transportation \$ _____
 Flowers \$ _____
 Shipping container \$ _____
 Cemetery services \$ _____
 Crematory \$ _____
 Rental casket \$ _____
 Other \$ _____

Section II. Third Party Items

These charges are estimates only -- no cost guarantee.

Cemetery \$ _____
 Crematory \$ _____
 Flowers \$ _____
 Obituary notice \$ _____
 Escorts \$ _____
 Certified copies (death certificate) \$ _____
 Public transportation \$ _____
 Outside Funeral Director's expense \$ _____
 Vault installation \$ _____
 Clergy/Church \$ _____
 Musicians or singers \$ _____
 Hairdressing \$ _____
 Permits \$ _____
 Other (describe) \$ _____
 Sales Tax Estimate \$ _____

TOTAL CURRENT RETAIL PRICE OF THE MERCHANDISE AND SERVICES SELECTED \$ _____

Charges are only for those items that you selected or that are required. If we are required by law or by a cemetery or crematory to use any items, we will explain why below. If you selected a funeral that may require embalming, such as a funeral with viewing, you may have to pay extra for the embalming. You do not have to pay for embalming you did not approve, if you selected arrangements such as a direct cremation or immediate burial. If we charged for embalming, we will explain why below.

By initialing here, purchaser acknowledges that the funding of this prearranged funeral agreement, is through the payment of premiums to purchase a life insurance policy or annuity contract that has an initial face amount of \$ _____. The policy proceeds will constitute the full payment for the contract purchase price at the purchaser's death.

By initialing here, purchaser chooses to make this contract revocable. Purchaser retains the right to revoke this agreement.

By initialing here, purchaser chooses to make this contract irrevocable. Purchaser does not retain the right to revoke this agreement.

By signing this agreement, you acknowledge that you have the legal right to prearrange the funeral services for the contract beneficiary and that you have reviewed and received a completed copy of this contract. You also acknowledge that you: (i) have been informed of your right to select only such services and merchandise as you desire; (ii) were given a General Price List prior to discussing, or upon beginning discussion of, funeral arrangements or the selection of any funeral goods or services; and (iii) were shown (or given required by state law) a Casket Price List and/or an Outer Burial Container Price List prior to discussing, or upon beginning discussion of caskets and/or outer burial containers.

NOTICE: If this agreement was personally solicited at a place other than the funeral home's place of business: YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Signed this _____, at: Funeral Home
(day month year) Other (Complete Notice of Cancellation)
 X _____ X
 Signature of Purchaser Signature of Funeral Home's Authorized Representative