

WAIVER AND RELEASE

- 1. Prenatal Care:** I acknowledge that I have been informed by The Baby Connection that prenatal care is important to a healthy pregnancy. The Baby Connection's services do not constitute prenatal care, and any image produced in my sonography session cannot substitute for a physician's medical sonogram. I am currently receiving prenatal care, and my doctor has been informed and has no objections to my attending this sonography session.
- 2. Concerns Should Be Referred to Physician:** I have also been informed by The Baby Connection that use of The Baby Connection's services can not substitute for care of a physician. I further understand that no diagnosis will be made during this session regarding normal development or abnormalities of the fetus. If I have any concerns regarding my pregnancy, I will contact my doctor. I will in no way rely upon The Baby Connection or its services for medical advice.
- 3. No Professional Negligence Claims:** I am purchasing The Baby Connection's services and products for keepsake, non-medical purposes only. The individual providing services at The Baby Connection is not a licensed medical professional, and is not providing medical care. I agree that I have no right to recourse against The Baby Connection in any medical malpractice, professional negligence, or any medical related claim arising out of or in any way related to my pregnancy or the birth of my child. This includes any claim for error in sex determination.
- 4. Assumption of Risks:** I acknowledge that there is inherent risk in any activity involving a fetus and there are potential risks in these sonography sessions. I understand The Baby Connection follows FDA recommendations for length of scan and frequency of ultrasound sound waves. I acknowledge that it is my responsibility to inform myself of the possible risks and decide whether to participate in this sonography session. I hereby voluntarily assume all risk of harm or injury to me or my fetus resulting from the services provided by The Baby Connection.
- 5. Waiver and Release of Claims:** I hereby waive, release, acquit and forever discharge The Baby Connection from any and all claims, expenses, demands, costs, causes of action, and other actions and liabilities, of any nature whatsoever, whether known or unknown, whether in law or equity, that I or my baby may have arising out of or in any way related to my visit to The Baby Connection. This includes claims of negligence. I agree that I shall have no right whatsoever to file any lawsuit or institute any other action or legal proceedings of any type arising out of or in any way related to my visit to The Baby Connection.
- 6. Waiver of Civil Code Section 1542:** This agreement, in its entirety, is made notwithstanding section 1542 of California Civil Code, which provides: **"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."**

I hereby expressly waive the benefits and rights of California Civil Code section 1542, and agree that this agreement is intended to include in its effect, without limitation, all claims and causes of action related to my visit with The Baby Connection that I do not know or suspect to exist in my

favor and that this release contemplates the extinguishment of all such claims and causes of action.

7. **The Baby Connection:** As defined in this document, The Baby Connection shall include The Baby Connection, its owners, officers, agents, employees, independent contractors, attorneys, and affiliated related entities.

8. **Photo Release:** I give The Baby Connection permission to post or use any photos or recorded data for The Baby Connection's advertisement purposes. I understand no names will be posted or used with the photos for these advertisement purposes.

9. **Picture Quality and Sex of Fetus:** I understand picture quality is dependent on many factors, and that The Baby Connection is not always able to obtain clear or quality pictures of every fetus. I further understand that if the sex of the fetus is observed by the person performing the sonography session, it is important to know that the observation is never 100% accurate, and, therefore, I should not rely on this information for making significant decisions, purchases or otherwise. I understand no refunds are available if The Baby Connection is unable to obtain pictures or sex of the fetus.

10. **Binding Effect:** I understand and acknowledge that this Waiver and Release is a binding legal document that affects my legal rights and remedies. I further understand and acknowledge that this Waiver and Release binds not only me, but also my spouse, children, heirs, representatives, distributes, guardians, and assigns.

11. **Minors:** I understand that to participate in this elective sonography session, I must be 18 years or older, and that if I am a minor, I must provide a parent or guardian consent, and I must be accompanied by the consenting party.

12. **FDA Disclosure:** I have been informed that the federal Food and Drug Administration has determined that the use of medical ultrasound equipment for other than medical purposes, or without a physician's prescription, is an unapproved use of this equipment.

I have read and understand all of the above. I agree to all of the above.

Signature: _____ **Date:** _____