

Statement of Risks in Adoption Waiver of Liability

In this document, Adoption Advocates International is also referred to as AAI or "the agency." This includes the employees of AAI, our Directors, officers, independent contractors, social workers, and all parties directly affiliated with AAI.

The prospective adoptive parent(s), are referred to as Ayou@ or the prospective adoptive family, or prospective adoptive parent(s) in this statement.

PREFACE: The adoption experience requires great patience, perspective, and understanding. There is also a great deal of information that families are asked to absorb in the course of the process. It is important that you have this information and be aware of and understand the risks involved in adopting internationally. It is equally important for us to know you have and understand this information. We ask that you initial each page, sign this statement on the last page, and return it to us for our files. Please keep the second copy for your own records. We suggest that maintaining a single, pocketed notebook is a good way to keep all of your adoption records, receipts, and other paperwork together and accessible.

Adoptive placements have risks which may or may not be known at the time of referral, placement, or may never be known by the agency. This statement of understanding is provided to prospective families as a way to outline several, but not all, of the significant risks associated with entering into an adoption process. You are urged to review this document and all documents you must sign, with an attorney and anyone else you choose. It is imperative that you fully understand and willingly commit to the adoption process, without pressure or obligation to complete an adoption, up to the finalization of the adoption.

You must feel comfortable, or at least at peace, with the fact that information available to us varies both from program to program as well as with regard to individual cases within a program. As a result, certain risks may become known to us and/or become significant to the placement after a child referral has been made to you. You understand that all information made available to us will be disclosed to you so that you can review it and possibly re-evaluate your participation in the proposed adoptive placement. You also understand and acknowledge that not all information will be known to AAI or be knowable by AAI, and that it is possible that some of the information, both known and unknown, may create risks and have an effect on your adoptive child/ren and the rest of your family.

MEDICAL CARE AND ASSESSMENTS IN SENDING COUNTRIES: As also noted in your signed AAI Family Questionnaire, *"Families should be aware that diagnostic techniques and standards of health care in many foreign countries are not the same as in the United States. In most cases the birth date of the child is not known. Estimating ages of children is complicated by factors such as malnourishment and lack of stimulation. Children may actually be older or younger than their stated age."* AAI cannot predict an adoptive child's mental or physical development, emotional and/or personality characteristics, health, medical problems, learning disabilities, intellectual ability, hyperactivity, or behavioral challenges that may arise in the future. Information provided by or through us may be incorrect because any social, medical or family history has been provided by birth parents, foreign entities, or other sources beyond our control. You understand and acknowledge that medical and social information given to us by the birth families, by medical professionals, foreign workers, and then passed on to you, may be incomplete or inaccurate. It is possible that the birth family may have intentionally offered incorrect information. You should consult with an international adoption medical

expert and/or your pediatrician, or another appropriate medical specialist to review all information and to provide you with an opinion regarding a child referral. All updates should also be reviewed by an international adoption medical expert, your pediatrician or another appropriate medical specialist. AAI does not offer and will not offer medical advice, as the agency is unqualified to provide it.

We do not assume any duty to independently verify the health related information given to us by biological parents or other sources nor will we make an independent investigation into the biological parents' background, health, or social situation. Adoptions are often looked upon unfavorably in foreign countries and attempting to independently investigate the biological parent(s) could put them at risk and endanger their confidentiality. You agree not to expect or rely upon us to verify or investigate the truth of information provided to us by birth families or third parties at the time of referral, placement, or into the future. This provision is not intended to take away the agency's responsibility to perform due diligence in obtaining information to the best of our ability.

Adoptive children may have, or have had in the past, various medical conditions and/or exposures including, but not limited to the following: HIV, HIV exposure, hepatitis A, B, C, and D, sexually transmitted diseases, tuberculosis and other respiratory diseases, skin diseases and infestations, pervasive developmental delays, intestinal parasites, malnutrition, hernias, chronic infections, vision and hearing impairments, learning disabilities, poor dental health, undiagnosed genetic disorders, cardiac conditions, Down syndrome, cerebral palsy, spina bifida, cleft lip and/or palate, lactose intolerance and allergies, and complications of premature birth. Children may also display symptoms associated with attachment disorder, ADD, ADHD, PTSD, depression, physical abuse, sexual abuse, multiple placements, and institutionalization.

This list is not meant to be all inclusive. You understand and acknowledge that there are medical risks in international adoption due to unknown biological parents (on occasion), misleading information from biological parents and/or others, lack of information and/or unreliable testing. You understand and acknowledge that you will receive all information and medical diagnoses that AAI receives and you have the opportunity to discuss medical, emotional, and psychological risks with a physician of your choosing. You also understand that in some circumstances it may be possible to have the child seen by a physician of your choice in the foreign country, at your expense. You understand and agree to hold harmless AAI for diseases, medical, emotional, psychological, behavioral, and social disorders that a child may have or develop in the future.

OTHER SIGNIFICANT RISKS: In any adoption, domestic or international, there may be legal risks. We strongly recommend that you consult with an attorney regarding any specific adoption plan you are considering. At any time prior to the execution of the final consents for adoption and expiration of any applicable revocation period set out by the law of the foreign country, biological parents can change their minds and elect to parent the child themselves. The child will not be placed with you until all appropriate legal steps have been taken and the adoptive placement has been approved by both the foreign country and the United States. In Hague countries, the placement must be approved by the Central Authority of both countries.

Disruption of an adoption process, before or after placement is painful for the family and the child. Secondarily, there are financial costs which may include, but are not limited to, all costs and fees paid and owed to AAI, payments made for legal services, and payments made for child care and medical services. Fees are for services rendered to date. On occasion, an adoption is unable to be completed. In cases such as this, there will be no reimbursement for services that were completed and undertaken on your behalf. If prospective adoptive parent(s) choose to terminate an adoption proceeding before finalization because of a serious medical problem unknown at the time of referral, some fees, minus that expended for foster care, legal services, and medical care of the child shall be transferable to another child referral.

From the date an adoption is considered finalized in a foreign country, the child shall be considered a legal dependent of the prospective adoptive parent(s), who agree to assume full responsibility for all costs of the child's care, housing, rearing, education, and medical needs. Should a family resolve to dissolve an adoption after finalization, AAI bears no legal responsibility to the family or the child for finding an alternative home. To the extent it has knowledge and resources the agency will provide advice and offer information regarding available external assistance such as counseling that the adoptive parent(s) may engage at the adoptive parent(s) expense. In the event that counseling is not successful in resolving serious difficulties and the adoptive parent(s) decide that disrupting the adoption is in the best interest of the child, the agency will assist the adoptive family in finding a subsequent adoptive family for the child, if possible. The family will be asked to fill out a form regarding the child's strengths, challenges, cognitive status, behavior, and other relevant information. They will also be asked to provide current medical, school, and psychological records, as applicable. Should the efforts used to locate a subsequent adoptive family yield no results, it will be the adoptive family's responsibility to utilize the services available to them through the Department of Health and Human Services for the state in which they reside. The adoptive parent(s) shall continue to have financial responsibility for all costs required for child's care.

DELAYS AND CESSATION: International adoptions are contingent on the cooperation of the foreign countries. At times, foreign countries change their adoption laws and procedures, which can result in backlogs of cases and occasionally the cessation of adoptions altogether. These cessations may be declared by the foreign country or by the United States, should the United States determine that fraudulent activities are occurring that would require the stopping of adoptions to ensure the safety and well being of children. These cessations are indefinite in their nature and impossible to predict. You hereby acknowledge your understanding of this as a potential risk.

POLITICAL AND ECONOMIC INSTABILITY: The completion and smooth processing of an international adoption are often dependent on factors that are outside the control of AAI and those with whom it collaborates in providing adoption services. You acknowledge and understand that AAI cannot be held responsible or liable for delays or other events or complications outside the direct control of AAI. You also acknowledge that AAI cannot and does not assume responsibility for the actions of a foreign government. AAI cannot guarantee that a foreign governmental entity, institution, judge, court or person will necessarily approve a family or individual to adopt a given child. AAI also cannot guarantee that a foreign country will continue to allow the adoption of children by non-citizens. Final authority for approval of the child's adoption and subsequent emigration to the United States is at the discretion of the government and national authorities in the country of the child's birth and of the United States government. AAI cannot and does not assume responsibility for these entities.

PROCEDURAL CHANGES DURING THE PROCESS: The paperwork and qualification requirements for foreign country adoption is continually undergoing changes. These changes often result in delays. You may be asked to redo the same document several times before it is acceptable to the foreign entity in a foreign country. You hereby acknowledge your willingness to complete such tasks and your understanding of this risk.

CONFIDENTIALITY: We understand that confidentiality is crucial to trust and integrity in the adoption process. AAI will not intentionally exchange identifying information about you without your consent. You also understand that there are legal methods of tracing a child placed for adoption through registries, vital statistics records, school and medical records and the work of confidential intermediaries. Through social networking, new methods of tracing children have also developed in the past few years. In the course of providing adoption services, AAI may find it necessary to communicate with third parties to assist you or to act in the best interests of the child, whether the child has been identified or not. Accordingly, prospective adoptive parent(s) agree that AAI may disclose confidential

information to health care professionals, social workers, home study providers, or governmental entities with a direct interest in the adoption proceedings, so long as any such disclosure reveals no more information than is necessary for AAI to provide adoption services, either to the prospective adoptive parent(s) or the child. This provision survives any termination of this agreement.

By signing below, we acknowledge that we understand all the risks as presented in this document. We wish to pursue an international adoption knowing and assuming all the medical, legal, and other risks of adoption. We specifically release Adoption Advocates International, its employees, attorneys, social workers, independent contractors, principals, officers, directors and all other parties affiliated with AAI from any and all liability pertaining to the risks above described.

_____ Date _____

Adoptive Parent Signature

_____ Date _____

Adoptive Parent Signature

Signed and sworn before me this _____ day of _____, 20____

Signature of Notary _____

My commission expires: _____