



4D Mommies
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WAIVER OF LIABILITY

4D Mommies understands the importance of proper prenatal medical care for both the expectant mother and the fetus. Therefore, in order to provide our patients with an appropriate, meaningful ultrasound screening, 4D Mommies requires that you: (i) certify that you are under the care of a physician or other health care provider, and that you are not obtaining this ultrasound as a replacement for, or in lieu of, standard prenatal medical care; and (ii) notify your current physician or health care provider regarding the ultrasound you receive from 4D Mommies.

We request that you present to 4D Mommies an acknowledgement of receipt of this notice, signed by your physician or health provider, prior to performance of the ultrasound. In the event you are unable to notify your physician or health provider prior to performance of the ultrasound, you assume sole responsibility for notifying him or her as soon as practical following performance of the ultrasound.

As a further condition to receiving ultrasound services from 4D Mommies, you hereby acknowledge, understand and agree to the following statements:

- This ultrasound: (i) is an elective procedure that I have voluntarily requested, and (ii) is not intended to take the place of a diagnostic ultrasound or any other test or treatment that has been or may be recommended by your healthcare provider.
- Because of its elective nature, this ultrasound is generally not covered by insurance. Therefore, advance payment is required.
- The technician who performs this ultrasound, while qualified to provide such ultrasound services, is not a doctor, nurse or healthcare provider, and cannot interpret, diagnose medical conditions from, or otherwise offer medical conclusions regarding the images produced.
- As used by 4D Mommies, this ultrasound is intended to provide enhanced images for the purpose of viewing fetal movement in utero. The technician will make no attempt to guarantee a medically inclusive ultrasound or fetal well being.
- You understand that you are responsible for contacting your own healthcare provider if you have any questions concerning this ultrasound or any other aspect of your pregnancy.
- You understand that the quality of the ultrasound and the DVD, or other audio visual media, depends upon many factors including; body tissue content, developmental stage and fetal position. You understand that 4D Mommies does not guarantee the quality of the DVD, or other audio visual media, or the ability to visualize any characteristics of the fetus.
- You understand that publication, presentation or distribution of any video taken during the ultrasound session, not provided by 4D Mommies, is strictly prohibited.
- You understand that while we make every effort to capture a good image of your baby, we cannot guarantee the cooperation nor the position of the baby. Sometimes if the baby's position is face down, i.e., towards your spine, it may be difficult to see the baby's face. In this case, a one-time complimentary rescan will be scheduled. Every baby scans differently, depending on the gestational age, position, amount of fluid, placental location and mother's body habitus. However, we promise to make every effort to obtain the best images. If we are unable to get a good image of your baby, we have still provided the service of the 3D/4D Ultrasound thus we will not provide a refund if you are unhappy with the results.

As evidenced by your signature below, you understand that factors beyond our control may also affect the ability to accurately determine the gender of the fetus, and that 4D Mommies can provide no warranty or guaranty as to the accuracy of any such determination. You further understand that while ultrasound is believed to have no harmful effect on the mother or the fetus, future research or other information may disclose harmful or adverse effects that are presently unknown.

IN CONSIDERATION OF THE SERVICES RENDERED, YOU AGREE TO RELEASE 4D MOMMIES, ITS AGENTS, AFFILIATES, DIRECTORS, AND EMPLOYEES FROM ANY AND ALL CLAIMS OR CAUSES OF ACTIONS FOR INJURY, HARM, DAMAGE OR OTHER LIABILITY WHICH RESULTS FROM, OR ARE ALLEGED TO HAVE RESULTED FROM, THIS ULTRASOUND, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF A 4D MOMMIES ULTRASOUND TO ACCURATELY DETERMINE FETAL GENDER OR OTHER CHARACTERISTICS, AND ANY DAMAGES OR INJURIES RESULTING FROM ULTRASOUND WHICH ARE NOT NOW KNOWN TO OCCUR.

"I have carefully read this document and by signing at the bottom, acknowledge that I fully understand and agree to its contents."

Signature _____

Date _____

Printed Name _____