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WAIVER OF LIABILITY

BabyTime 3D/4D Ultrasound Studio, INC., knows the importance of proper prenatal medical care for the expecting mother and fetus. Therefore, in order to provide our patients with a proper, meaningful ultrasound screening, BabyTime 3D/4D Ultrasound Studio, INC. requires that you: (i) certify that you are under the care of a physician or health-care provider, and that this ultrasound is not intended to obtain a replacement for, or in lieu of, appropriate standard prenatal medical care; and (ii) notify your current physician/health-care provider regarding the ultrasound you receive from BabyTime 3D/4D Ultrasound Studio, INC. We request that you present to BabyTime 3D/4D Ultrasound Studio, INC. an acknowledgment, referral form as receipt of this notice, signed by your physician/health-care provider, before performance of this ultrasound. In the event you are unable to notify your physician/health-care provider before performance of this ultrasound, you are solely responsible for notifying him/her as soon as following performance of the ultrasound.

As an additional condition to receive ultrasound services from BabyTime 3D/4D Ultrasound Studio, INC, you hereby acknowledge, understand, comprehend and are in agreement with the following statements:

- This ultrasound: (i) is a voluntary elective procedure that I requested, and (ii) is not intended to replace a complete diagnostic ultrasound, any test or treatments that have been or were recommended by your physician/health-care provider.
- This ultrasound is generally not covered by insurance due to its elective nature. Therefore, payment in advance is required.
- The technician performing this ultrasound, while qualified to provide this ultrasound services, is not a doctor, nurse or health-care provider, and cannot and will not interpret, diagnose any medical conditions, or offer any medical conclusions or results regarding the pictures/images produced or acquired.
- As by BabyTime 3D/4D Ultrasound Studio, INC, this ultrasound is purposed for providing enhanced images for the nature of viewing fetal movements in utero. The technician will not attempt or guarantee a medically inclusive ultrasound and/or a fetal well being exam.
- You understand that it is solely your responsible to contact your own physician/health-care provider if you have any questions regarding this ultrasound, or any part of its content, or any other aspect of your pregnancy.
- You understand that the quality of the ultrasound, the DVD, or any other audio visual media, depends upon many factors such as; body tissue content/habitus, developmental stage and fetal position/lie. You understand that BabyTime 3D/4D Ultrasound Studio, INC. doesn't guarantee the quality of DVD, other audio visual media, or the ability to visualize any or none of the characteristics of the fetus.
- You understand that publications or distributions of any video taken during the ultrasound session, that was not provided by BabyTime 3D/4D Ultrasound Studio, INC., is strictly prohibited.
- You understand that while we make every effort to capture a good image of your baby, we cannot guarantee the cooperation and/or position of the baby. If baby's position is face down (towards your spine), it may be difficult to see the baby's face. In those cases, a rescan is scheduled as a one-time courtesy. Every baby scans differently, and depending on gestational weeks, position/lie, amount of amniotic fluid, placental position, and mother's body habitus. However, we promise to make every effort to acquire the best images possible. If we are unable to get a good image of your baby, as per your expectations, we have still already provided the service of the 3D/4D Ultrasound and therefore, we will not provide a refund if you are unhappy with the results or quality of image.

As evidenced by your signature below, you acknowledge and understand that there's factors beyond our control that may also affect the ability of accurately determine the gender of the fetus, and BabyTime 3D/4D Ultrasound Studio, INC. can't provide any warranty/guaranty as to the accuracy of any such determination. You furthermore understand, that studies on ultrasound have shown to have no harmful effect on either mother or fetus, future research and/or other information may disclose some harmful and/or adverse effects that are presently unknown.

IN CONSIDERATION OF SERVICES PROVIDED, YOU AGREE TO RELEASE, BabyTime 3D/4D ULTRASOUND STUDIO, INC., ITS AGENTS, AFFILIATES, DIRECTORS, AND ALL EMPLOYEES FROM ANY AND ALL CLAIMS OR CAUSES OF ACTIONS SUCH AS: INJURY, HARM, DAMAGE OR ANY OTHER LIABILITY WHICH RESULTS FROM, OR ARE ALLEGED TO HAVE RESULTED FROM, THIS ULTRASOUND VISIT, INCLUDING, AND NOT LIMITED TO, THE FAILURE OF BABYTIME 3D/4D ULTRASOUND STUDIO, INC. ULTRASOUND TO CORRECTLY OR ACCURATELY DETERMINE FETAL GENDER, AND/OR OTHER CHARACTERISTICS, AND ANY OTHER DAMAGES OR INJURIES RESULTING FROM ULTRASOUND THAT ARE NOT KNOWN TO OCCUR PRESENTLY.

I have carefully read this document in detail and by signing below, I acknowledge full understanding and agree to its contents.

Signature _____ Date _____

Printed Name _____