

Waiver of Liability

Statement of Risks in Adoption Waiver of Liability

In this document Kentucky Adoption Services, Inc. is also referred to as KAS or the agency. This includes the employees of Kentucky Adoption Services Inc., our Directors, officers, independent contractors, social workers and all parties directly affiliated with KAS.

In this document you, the prospective adoptive parents, are referred to as "you" or the prospective adoptive family or prospective adoptive parent(s), specifically _____, jointly and severally and your heirs, executors, administrators or designees.

Introduction

As prospective adoptive parent(s), you are about to embark upon an exciting and sometimes unnerving experience, and it is sometimes difficult to remember all the details and information we have provided you concerning adoption. Because of this, we have found it helpful to compile some of this information in an easy to understand format. It is important that you have this information, be aware of and understanding of the risks involved in adopting internationally, and it is important for us to know you have this information; therefore, we ask that you initial each page, sign this statement and return it to us for our files. Please maintain a copy for your own records.

Adoption placements have certain risks, which may or may not be known at the time of referral, placement or may never be known by the agency. The purpose of this statement is to set forth several, but not all of the significant risks associated with entering into an adoption plan. You are urged to review this document, and all documents we ask you to sign, with an attorney or anyone else you choose. Also we want to emphasize that the adoption process is completely voluntary. You should not feel pressured, nor are you obligated to continue an adoption plan at anytime up to the finalization of the adoption either in a US court or in a foreign court or the equivalent, whichever is earlier.

The amount of information available to us varies from placement to placement. 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 KAS or be knowable by KAS, and that it is possible that some of the information, both known and unknown, may create risks and have an effect on the future health, mental, social and or emotional development of the adoptive child(ren).

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Medical Risks

KAS cannot predict an adoptive child's mental or physical development, emotional and/or personality characteristics, health, medical problems, learning disabilities, intellectual ability, hyperactivity, attention deficits, appearance, inherited characteristics or other factors pertinent to the development of a child.

Information provided by or through us may be incorrect because any social, medical or family history has been provided by birth parents, foreign courts, or other sources beyond our control. You understand and acknowledge that medical and social information given to us by the biological parent(s) or by hospitals, doctors, foreign court workers and then passed on to you may be incomplete or inaccurate. It is possible that the biological parent(s) may intentionally offer 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 or the absence of pertinent information in a child's referral packet. All updates should also be reviewed by an International Adoption Medical Expert, your pediatrician or another appropriate medical specialist. KAS does not offer and will not offer medical advice, as the agency is unqualified to provide this service.

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

Children involved in international adoption 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 B, Hepatitis A, Hepatitis C, Hepatitis D, Tuberculosis, Syphilis, Salmonella, Giardia, Pneumonia, Pervasive Developmental Delays, Scabies, Lice, other parasites, Malnutrition, Hernias, Chronic ear/sinus infections, Chronic infections, Vision Problems, Hearing Problems, Physical abuse, sexual abuse, learning disabilities, decayed teeth, undiagnosed genetic problems, heart murmurs, mild heart problems, moderate heart problems, serious heart problems, Downs syndrome, attachment disorder, ADD, ADHD, depression, lactose intolerance, complications of a premature birth, cerebral palsy, spina bifida, developmental delays. This list is not intended to be all inclusive. You understand and acknowledge that there are medical risks in

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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 diagnosis that KAS 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 KAS for diseases, medical, emotional, psychological and social disorders that a child may have or develop in the future.

Legal Risk

In any adoption there may be legal risks. We strongly recommend that you consult with an attorney regarding any specific adoption plan you are considering. There are many possible risks, some of which are discussed below.

At anytime 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, the biological parent can change her mind and elect to parent the child herself. The birth parent can leave town or otherwise disappear prior to the finalization of an adoption plan, which can result in the adoption needing to go through a different court process or being stopped altogether.

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. In countries where DNA is required, you will not be permitted to travel to visit a child until the DNA has been completed and approved.

Disruption of an adoption plan, before or after placement almost always results in emotional turmoil and financial loss to you. Your financial losses may include, but are not limited to, all costs and fees paid and owed to KAS, payments made for legal services, payments made for foster care and medical services. Fees are for services rendered and are in no way "buying a child". 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. You understand that KAS will not pursue a biological parent or otherwise harass a biological parent to complete an unwanted adoption plan or to repay any of the funds you may have paid in attempting to do an adoption. If parents choose to terminate an adoption plan prior to finalization for any reason other than a serious medical issue with a child all fees incurred to such point are non-refundable and non-transferable. 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 already

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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 dependant 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, KAS 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 vacating 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. 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. In considering future placement of the child, the agency will consider the child's views when appropriate in light of the child's age and maturity and, when required by State law, obtain the consent of the child prior to change in physical home or custody. The agency will also consider the child's age, length of time in the United States, and other such pertinent factors. Notwithstanding removal of the child from the Adoptive Parent's home and custody, the Adoptive Parent(s) shall continue to have financial accountability for all costs required for child's care until such time as the agency is able to effect other placement or return of the child as set forth above, and the Adoptive Parent(s) will pay such costs upon billing by the agency. The agency will make reasonable efforts to determine if child is eligible for various governmental social welfare programs providing financial assistance to children and, if so, work with the Adoptive Parent(s) to see that child is enrolled and that the Adoptive Parent(s)' billed expense is reduced accordingly.

In the event that the agency suspects child neglect or abuse occurring, in compliance with the laws and regulations of the State of Kentucky, the agency will report such suspected neglect or abuse promptly to appropriate law enforcement and public child welfare authorities and cooperate fully in their investigation and its resolution. If local law enforcement and public child welfare authorities act to remove the child from the home, and assume temporary custody and care of the child, due to child abuse or neglect, then: The agency will assist the local enforcement, if possible and the agency will be responsible for notifying the foreign country government about the change in custody and care and the child's new adoptive parents. In considering future placement of the child, the agency will work cooperatively with local enforcement to help secure another placement for the child, if possible. In the event removal of the child from

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the Adoptive Parent(s) home is the result of action by law enforcement or child welfare authorities, the Adoptive Parent(s) will have that financial and other responsibility for the child's care as is required by laws and regulations of the county, state, or other jurisdiction governing such circumstance.

Birth Fathers

Determining the rights a birth father may or may not have is very complex and depends on the foreign country's laws. A biological father who is married to the birth mother has the same rights as the biological mother in most countries. In some countries if a birth mother is married an adoption plan is unable to be processed. It is possible that a birth mother may misrepresent herself as being unmarried, when in actuality she is married. Should a birth father be determined to have legal rights to parent a child and he expresses this desire the adoption will be impossible to complete.

Country Moratorium and Backlogs

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 on occasions moratorium (ceasing) of adoption. Moratoriums 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. Moratoriums do happen and can completely stop a case from progressing. They are indefinite in their nature and impossible to predict. You hereby acknowledge your understanding of this as a potential risk. PLEASE NOTE – Guatemala is currently in the process of redefining their adoption process. It is impossible to predict if a moratorium will occur or if adoptions from Guatemala will continue. It is quite likely that the time frame for processing adoptions from Guatemala will increase. If adoptions from Guatemala are discontinued, it will be impossible to recoup all of your financial loss, as stated earlier in this document, fees are for services rendered, whether or not the outcome is as you would like it to be.

International Adoption Environment

International Adoptions are fraught with uncertainty during the process and the completion of international adoptions often involves factors that are outside the control of KAS and those with whom it collaborates in providing adoption services. You acknowledge and understand that KAS cannot be held responsible or liable for delays or other events or complications outside the direct control of KAS. You also acknowledge that KAS cannot and does not assume responsibility for the actions of a foreign government. KAS cannot guarantee that a foreign government entity, institution, Judge, court or person will not disapprove or invalidate the request of any particular family or individual to adopt a specific child in the country of birth of that child or any particular foreign country

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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. KAS cannot and does not assume responsibility for these entities.

Paperwork changes

The paperwork requirements for foreign country adoption processing 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 deciding entity in a foreign country. You hereby acknowledge your willingness to complete such tasks and your understanding of this risk.

Limited Confidentiality Waiver

We understand that confidentiality is often important to you and we will not intentionally exchange identifying information about you directly to a birth family without your consent. Information may be disclosed to the birth parent(s) by others during the course of an adoption proceeding and may be a matter of public record in foreign countries. You also understand that there are legal methods of tracing a child placed for adoption registries, vital statistics records, school and medical records and the work of confidential intermediaries.

In working with you, however, in the course of providing adoption services, KAS 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 KAS may disclose confidential information to health care professionals or entities, social work. Home study providers, or governmental agencies with a direct interest in the adoption proceedings (USCIS, embassies), so long as any such disclosure reveals no more information than is necessary for KAS 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 adoption plan knowing and assuming all the medical, legal and other risks of adoption. We specifically release Kentucky Adoption Services, Inc., its employees, attorneys, social workers, independent contractors, principals, officers, directors and all other parties affiliated with KAS from any and all liability pertaining to the risks above described.

Adoptive Parent Signature

Adoptive Parent Signature

Date: _____

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