

## WAIVER AND RELEASE OF LIABILITY

NOTICE: This Waiver and Release of Liability is a Contract with legal consequences. Read it carefully before signing.

**WEE BEGINNINGS, LLC** offers elective 2D, 3D, and/or 4D prenatal ultrasound for an entertainment keepsake and to provide a positive bonding experience for mother, family members, and friends with the unborn child. *This entertainment ultrasound session will not provide any assumptions, diagnosis, and/or medical input of any kind and is not intended to take the place of a diagnostic ultrasound or any other medical procedure(s) recommended by your healthcare provider.*

In consideration and as a condition of receiving an elective, non-diagnostic ultrasound from Wee Beginnings, LLC, the undersigned, understands, acknowledges and agrees to the following statements:

1. I am under the care of the following healthcare provider for medical diagnosis, input, and/or recommendations relating to my pregnancy **AND** I have undergone a medical diagnostic ultrasound prescribed by my physician or healthcare provider in regards to my pregnancy and my healthcare provider ultimately will confirm my due date, screen for fetal abnormalities, and/or any abnormalities related to my pregnancy. Name and phone number of healthcare provider:  

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2. I am obtaining this 2D, 3D, and/or 4D ultrasound for *entertainment purposes only* to view fetal movements and I am not obtaining this ultrasound as a replacement for, or in lieu of, standard medical care, diagnostic ultrasound or any other tests and treatments that have been or may be recommended by my healthcare provider **AND** I understand that this ultrasound is an elective, non-medical, and non-diagnostic procedure that I have voluntarily requested.
3. The technician performing this ultrasound *is not* a doctor, and *cannot* interpret diagnostic medical conditions, or otherwise offer medical conclusions regarding the images **AND** the technician will not attempt to provide a medically inclusive ultrasound or confirm fetal well-being.
4. It is my responsibility to contact my healthcare provider if any questions arise concerning any issues relating to this ultrasound session or any aspect of my pregnancy.
5. I give Wee Beginnings, LLC permission to post and/or use any media in the form of still images or moving images for advertising and/or marketing purposes and without compensation to me; and understand that Wee Beginnings, LLC will not post or release names in association with these images or videos **AND** I give Wee Beginnings, LLC permission to use any written feedback or testimonial provided by myself or, my successors or assigns, for advertising and/or marketing purposes.
6. The quality of my ultrasound images depends upon many factors including: body habitus, fluid levels, developmental stage and fetal position **AND** Wee Beginnings, LLC, does not guarantee the quality of the images or the ability to visualize any characteristics of the fetus including but not limited to the gender of the fetus. There is no warranty or guarantee as to the accuracy of any such determination.
7. Wee Beginnings, LLC will do everything reasonable to optimize the fetus's position in the timeframe allotted in the package I selected and if a rescan is warranted, I forfeit all images from the present session but Wee Beginnings, LLC will provide one (1) additional rescan at no charge.

8. Ultrasound is believed to have no harmful effects on the mother or the fetus, further research or other information may disclose harmful or adverse effects that are presently unknown.
9. I release, waive, discharge, and covenant not to sue Wee Beginnings, LLC, its members, agents and employees (all referred to as the “released parties”), from any and all liability to me, my heirs, successors and assigns for any and all claims demands, losses, damages or causes of action for injury, harm, loss, damage, or other liability, whether caused by the negligence of the released parties or otherwise that results from or are alleged to have resulted from, this ultrasound **AND** from the failure of the released parties to accurately determine fetal gender or any other characteristics of the fetus.
10. This Agreement shall be governed by the laws of the State of Vermont and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns **AND** this Agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as a consent to any subsequent waiver or modification.

**THE UNDERSIGNED HAS READ THE ABOVE WAIVER AND RELEASE OF LIABILITY, UNDERSTANDS THAT THE UNDERSIGNED GIVES UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGNS IT VOLUNTARILY.**

\_\_\_\_\_

Date

\_\_\_\_\_

Client (Signature)

If Client is less than 18 years of age, then a parent or legal guardian must also sign below.

\_\_\_\_\_

Date

\_\_\_\_\_

Parent/Guardian (Signature)

Print Name of Parent or Guardian \_\_\_\_\_

Print Name of Client \_\_\_\_\_

Address of Client \_\_\_\_\_