



3D/4D ULTRASOUND STUDIO

LIABILITY WAIVER FOR ELECTIVE ULTRASOUND SERVICES

I acknowledge that I have willingly agreed to participate in an elective (not medically necessary) 3D/4D sonogram performed by the faculty of Prenatal Paparazzi. I further acknowledge and agree to the following conditions of participation in the sonogram:

- The sonogram is NOT being performed for any type of diagnostic or medical treatment purpose.
- The sonogram is NOT being performed for the purpose of detecting any present or potential conditions, problems or complications with the health or development of the participant or her unborn baby.
- An examination report will NOT be generated for interpretation or diagnosis.
- The ultrasound will NOT be supervised or interpreted by a licensed medical provider.
- The images of the sonogram are NOT recorded nor maintained for purposes of patient diagnosis or treatment and are NOT “medical records” for purposes of New York State consolidated laws, public health law- section 18.

The client will receive keepsake images and understands that Prenatal Paparazzi will NOT maintain copies of these images.

The quality of the images varies depending on the position and gestational age of the fetus as well as other factors such as placenta location, amount of amniotic fluid and the expectant mother’s size and weight. No refunds will be given for any reason.

Because this is a non-diagnostic sonogram, the expectant mother must be under the care of an Obstetrician, have medial clearance to have a 3D/4D ultrasound and have had a prior diagnostic sonogram to screen for fetal malformations prior to having this scan.

I understand that I am waiving my rights to access and confidentiality with respect to the performance and the results of the sonogram and for all related duplication of that information, including, but not limited to, documents, recordings, videotape, digital information, and photographs (collectively the “materials”). I further understand that Prenatal Paparazzi may disclose the Materials to faculty and students of Prenatal Paparazzi, to any agents or representatives of Prenatal Paparazzi, and to any licensed health care professional.

To the fullest extent permitted by law, the client hereby releases and holds harmless, and agrees to indemnify, Prenatal Paparazzi, its officers, directors, shareholders, members, agents, employees, independent contractors, faculty and students (the Prenatal Paparazzi “parties”), against all claims arising from (a) any personal injury, bodily injury or property damage whatsoever occurring in or at Prenatal Paparazzi or from the participation in the sonogram, (b) any personal injury resulting from the failure to disclose any health condition reasonably requested to be disclosed orally or in writing prior to the participation in the sonogram, or (c) the use or disclosure of the materials by the undersigned , the undersigned unborn baby and their personal representatives, executors, heirs or assigns, except to the extent caused by the negligence or willful misconduct of Prenatal Paparazzi. I agree to defend, indemnify and hold harmless Prenatal Paparazzi and Prenatal Paparazzi parties from any claim I should make in violation of this agreement.

I HAVE CAREFULLY READ THE AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AGREE TO THE TERMS AND CONDITIONS LISTED ABOVE AND AGREE TO HAVE THE ELECTIVE SONOGRAM.