



Adoption Life

Acknowledgment of Risks in Adoptions

Waiver of Liability

Adoption placements have certain risks, which may or may not be known at the time of placement or may never be known by Adoption Life. The purpose of this document is to set forth several, but not all, of the significant risks associated with entering into an adoption plan. This document contains important information concerning the adoption process. To assure your receipt and understanding of this information, you will be provided with an acknowledgment to execute upon review. You, as potential adoptive parents, are urged to carefully review this document, and all documents Adoption Life asks you to sign.

Medical Risks

Adoption Life 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 or inherited characteristics. You understand and acknowledge that the medical and social information given to Adoption Life by the birth parents, hospitals or doctors, or other agencies and passed on to you may be incomplete or erroneous.

Adoption Life does not assume any duty to independently verify the information given to us by birth parents or other sources nor will we make an independent investigation into the birth parents background and health or social situation. You agree not to expect or rely upon Adoption Life to verify or investigate the truth of information provided to us by the birth parent or third parties at the time of placement or in the future.

Legal Risks

At any time prior to the execution of the final consents for adoption and expiration of any applicable revocation period, the birth parents can change their minds and elect to parent the child themselves. The birth parents can leave town or otherwise disappear prior to the birth or placement of the child or choose other adoptive parents.

In some cases, involving the placement of a child, the placement will take place prior to a court termination of the biological parent's parental rights. This is known as a Legal Risk Placement.

In some instances, a rescission period may apply. In such a case, you take the child understanding the possibility that the birth parent may revoke his or her consent to adoption within the time legally allowed, and that the birth parent's rights to the child may supersede adoptive parent legal rights, even if the child has lived in your home for a lengthy period of time. You may be required to return the child to a birth parent, or to the Adoption Entity. If a birth parent lawfully demands return of the child, you agree to return the child to a place identified by Adoption Life on a date and time requested by Adoption Life. If you fail to comply with our request for return, you agree to pay Adoption Life for our time and legal fees to enforce any court orders for return of the child to Adoption Life or to the birth parent.

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 owing to Adoption Life, birth parents' legal fees, travel costs, court approved living expenses paid on behalf of your birth mother, social worker and counseling expenses, and payments made for hospital/medical and birth related expenses. The birth parents will not be obligated to go through with the adoption just because you have paid birth-related expenses to the birth mother or on her behalf. You understand and agree that Adoption Life will not pursue the birth parent or otherwise harass the birth parent to complete an unwanted adoption plan or repay any of the funds you may have paid to, or on behalf of, the birth parent. However, Adoption Life will contact the birth parents in an attempt to negotiate a repayment agreement and will fully cooperate with any attorney retained by you to proceed with legal action against the birth parents.

Interstate Compact for the Placement of Children

If you and the birth parents are in different states, then you will need to comply with the Interstate Compact for the Placement of Children (ICPC). This law, effective in every state, says that you will not be permitted to bring the child to your home state until you get approval from the Compact Administrators in both states. In order to obtain ICPC approval to travel outside the state of the child’s birth with the child, you must have a completed home study and obtain the other legal documents required by both states. Specific requirements for approval, and the length of time to review vary from state to state. It is illegal to return to your home state with the child before the Compact Administrators in both the “sending state” (state of baby’s birth) and “receiving state” (your home state) approve the placement. You should be prepared to stay in the sending state waiting for ICPC approval for 7-10 business days following the date your child is discharged from the hospital, but the period may be more or less, depending on the details of your case. Failure to comply with ICPC requirements may jeopardize your adoption.

ICPC may also require post placement reports prior to the finalization of an adoption placement. You agree to comply with post placement reporting requirements as outlined by ICPC officials and pay any associated fees with such services in accordance with Adoption Life explanation of fees.

Indian Child Welfare Act

Any time you are planning to adopt a child who is a member of a federally recognized Indian tribe or who is eligible for membership in an Indian tribe and one or both of the child’s parents is a member of the tribe, you must comply with the Indian Child Welfare Act (ICWA). ICWA is a federal law that must be complied with, regardless of state law, when an Indian child is adopted. Each tribe has its own criteria for membership, so even if a birth parent is not an official member, the tribe may decide the child is eligible for membership. In cases where a birth parent’s rights are involuntarily terminated, ICWA requires notification to the tribe and gives the tribe the right to intervene in the adoption.

Confidentiality

Adoption Life understand that confidentiality is important to you and to birth parents, and we will not intentionally exchange identifying information about you to other parties without your consent. In working with you, however, it is often necessary to coordinate with physicians, social workers, court officials and others. During this process, information about you will be shared on a “need to know” basis. Adoption Life will not release identifying information about you to the birth parents without your written permission.

You understand that during the course of the adoption, your identity and that of the birth parents may become known to numerous persons and institutions, including but not limited to medical providers, hospital, courts, and social workers. Adoption Life cannot control the actions of these persons and institutions.

Acknowledgement

By signing any contract for services with Adoption Life, you acknowledge and accept the risks as set forth in this document.

Applicant #1 Signature **Date**

Applicant #2 Signature **Date**