

Waivers

KidsFirst International Adoption, Inc. requires that its clients, in its Foreign Child Placing Services Agreement (the "Agreement"), make certain informed waivers. KidsFirst will be happy to discuss any of these waivers with you. **This waiver policy is in accordance with Indiana law. KidsFirst advises all clients to consult with an attorney before signing the Agreement.**

a. **Assumption of Risk.** The Adoptive Parents understand that there are risks in foreign adoption and KidsFirst and its agents cannot control all aspects of the process, nor assure a successful outcome. Some of these risks are set forth in the Statement of Risks in International Adoption Waiver of Liability, set forth in Exhibit F attached hereto. Additionally, Adoptive Parents hereby acknowledge that there may be other risks of international adoption which are beyond the control of KidsFirst and are not set forth herein or on Exhibit F. **Although KidsFirst always uses all reasonable efforts to alert adoptive families of these risks and to protect them from these risks, Adoptive parents understand that KidsFirst and its agents cannot guarantee the outcome of any adoption.**

b. **Waiver of Claims.** Adoptive Parent(s) wish to pursue an adoption plan and to seek an adoptive placement, knowing and assuming all the medical, legal and other risks of adoption as set forth in this document. The Adoptive Parent(s) hereby waive, release, and forever discharge the KidsFirst, its employees, attorneys, social workers, independent contractors, independent contract attorneys, independent contract social workers, principals, officers, shareholders, owners, directors, successor corporations and affiliates, arising out of or relating to the risks of adoption set forth herein and in Exhibit F, except for acts of willful misconduct or gross negligence of KidsFirst and its directors, officers and employees.

c. **Indemnification.** The Adoptive Parent(s) agree to and do hereby indemnify, save and hold harmless KidsFirst, its employees, attorneys, social workers, independent contractors, independent contract attorneys, independent contract social workers, principals, officers, shareholders, owners, directors, successor corporations and affiliates from any and all claims, liabilities, actions, demands, judgments, losses and/or damages (including reasonable attorneys fees and costs) that the Adoptive Parent(s) who sign this waiver may have now or in the future against any third party, including but not limited to any foreign agency, lawyer, facilitator, governmental body, nation or any other individual or organization, except for acts of willful misconduct or gross negligence of KidsFirst and its directors, officers and employees.

d. **Travel.** KidsFirst is not responsible for any accidents or injuries sustained by the prospective adoptive parent(s) while traveling to, from or in the Foreign Country, and the Client is encouraged to purchase independent travel insurance from Travel Protectors or any other company providing such coverage for any potential claims related thereto. KidsFirst does not purport to be a travel agency or travel insurance provider in the USA or any foreign country, and any suggestions made by KidsFirst, its agents, employees, independent contractors, representatives or foreign service providers or agents is made strictly without warranty of safety. The prospective adoptive parent(s) accept the risk related to any travel or transportation related to this Agreement, and understands that any tour or travel arrangement in the foreign country is the sole responsibility of the prospective adoptive parent(s).

The prospective adoptive parent(s) expressly waive(s) any and all claims against KidsFirst (including its employees, agents, foreign representatives, and independent contractors) as related to any travel, theft, hotel, transportation incident on any automobile, motorcycle, taxi, bus, airplane, bicycle, etc., act of terrorism, accident causing injury or death, Act of God, forces of nature, etc. while traveling to, within or from the Foreign Country as related to the adoption referenced in this Agreement.

KidsFirst may recommend convenient airlines, airport transfer individuals or companies, but does not take part in the fee exchange of these companies or individuals and is not responsible for any acts of potential negligence made on their behalf. The prospective adoptive parent(s) agrees to accept the risk for any transportation, hotel or travel decision related to this Contract and to purchase independent travel insurance to protect their interests thereby, thus understanding that they waive claims herein and accept the risk related to international travel.

EXHIBIT F
STATEMENT OF RISKS IN INTERNATIONAL ADOPTIONS
WAIVER OF LIABILITY

INTRODUCTION

As prospective adoptive parents, you are about to embark upon an exciting experience. Adoption can be a very emotional process, and it is sometimes difficult to remember all the details and information we have provided to you concerning the adoption. Because of this, we have found it helpful to put some of this information in writing so you can refer to it from time to time throughout the adoption process. Since this is important information and it is important for us to know you have it, we will ask you to sign a copy of this statement for our files. Adoption placements have certain risks, which may or may not be known at the time of placement or may never be known by us. The purpose of this statement is to set forth several, but not all, of the significant risks associated with entering into an international adoption plan. You, as potential adoptive parents, 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 or required to continue any adoption plan at any time up until the finalization of the adoption, whether that finalization occurs in the foreign country or in the United States. 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. You understand that as significant material information becomes known to us, it will be disclosed to you so that you can review it and possibly reevaluate your participation in this proposed adoption placement. You also understand and acknowledge that not all information will be known to us or knowable by us, and it is possible that all of the information, both known and unknown, may create risks and have an effect on the future health, social and/or emotional development of the child.

DEFINITION OF TERMS

As used in this document, the following terms are defined as follows:

“Adoptive Parents” and “you” refer to the individual(s) whose name and signature appear at the end of this document.

“Agency” and “we” or “us” refer to KidsFirst International Adoption, Inc.

“Referral Source” refers to any person, agency or organization that refers children in a foreign country to you for purposes of an adoption.

“Foreign government” refers to any government entity, whether national or local, in a country outside of the United States.

GENERAL RISKS IN INTERNATIONAL ADOPTIONS

You understand that there are significant risks in pursuing an international adoption. We will diligently pursue the successful completion of an adoption for you, but you acknowledge that we cannot control all aspects of the process nor guarantee a successful outcome. Completing an application and/or enrolling in our program do not guarantee the placement of a child with you.

Further, you understand that while a foreign country may try to honor your requests for specific characteristics in a child (such as age), this might not be possible. We also may not be able to secure a referral of a child from the foreign country you want to adopt from and/or with the characteristics you desire. While we will try to accommodate your desires, we cannot guarantee that we will be able to do so.

APPROVAL OF PROSPECTIVE ADOPTIVE PARENTS

The foreign adoption authorities retain the right to approve your application or deny it according to their admission criteria. The foreign authorities retain the right to change the criteria at any point in the process, and in all respects have sole authority to process your application or deny it. Foreign adoption programs may even close, which may result in no financial recourse. KidsFirst is not responsible for nor does it have any control over an adoption program when foreign authorities close programs, change the adoption time frame, change or add requirements, add additional fees, and/or change any other factors that are at their discretion.

LOST REFERRALS

You understand that a specific child may be referred to you, but that referral may be lost for any of several reasons which are beyond our control. For example, a child may become too ill for placement; the child may not be available within the time frame you desire or within the foreign country's time limitations; or it may be determined that the child will never be legally free for adoption. The United States government may change immigration or other rules which then preclude you from proceeding with adopting the child referred to you. The United States government may refuse to issue the necessary visa for the child to enter this country due to problems with your situation or due to problems in the foreign country. Sometimes the foreign country or independent referral source will withdraw a referral with or without explanation. This can happen because of a change in the foreign country's local or national politics, a change in officials, increased concern within the foreign country regarding international adoptions of their children, a relative coming forward to claim the child, or a foreign national desiring to adopt the child. You understand that these events are not under our control, and we cannot change decisions made by a foreign government.

MEDICAL, DEVELOPMENT AND EMOTIONAL RISKS

We 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, attachment and/or bonding issues, appearance or inherited characteristics. We will pass on to you all information that is provided to us by the referral source and/or foreign government or agency. You understand and acknowledge that the medical and social information given to us by the referral source, governmental agency or by hospitals or doctors and passed on to you may be incomplete or erroneous. It is even possible that some of these sources of information may intentionally give incorrect information or fail to give important information to us. You should consult with a pediatrician, OB-GYN or appropriate medical specialist to review such information or provide you with an opinion regarding this information, or absence of such information, before accepting referral of any child. You further understand and acknowledge that a referred child may have undiagnosed or misdiagnosed medical, development, emotional or physical problems which may be temporary or permanent. Such problems may not be apparent until after the child is in your home. We cannot guarantee

the accuracy or completeness of any information given to us about the child, including the child's age, or the results of any testing done on the child in the foreign country. We do not assume any duty to independently verify the information given to us by referral sources, governmental agencies, hospitals, doctors or other sources nor will we make an independent investigation into the child's background and health or social situation. You agree not to expect or rely upon us to verify or investigate the truth of information provided to us by the referral source or other parties at the time of referral or in the future. Sometimes a family travels to a foreign country, receives their child and, while still in the foreign country, decides that they want a different referral. Although the family may petition a foreign government to take the child back and to issue another referral the foreign government may deny their petition. In that case the family will come back home without a child. In a case when their petition is granted and a new referral is issued the family will have to spend more time in the foreign country or even possibly come back to the US and take another trip to the foreign country to finalize their adoption . We cannot guarantee that you will receive another referral if you turn down the original referral. You understand and acknowledge that we are not responsible for nor can we be held liable for any cost or expense incurred by you because you decide to request a different referral while in the foreign country. You specifically agree to hold us harmless and not to pursue any legal action against us in any way at any time for the child's physical, emotional or mental health or development or ability to integrate into your family.

TIME FRAME

International adoptions are unpredictable in many ways, one of them being the time frame in which you will receive a referral or a placement of a child with you. There can be no assurances or guarantees that your adoption will proceed in any specific length of time. For example, the adoption may be delayed or discontinued by the foreign country for reasons either explained or unknown. The court in the foreign country may not approve the adoption or may withdraw approval of the licensing or investigating body in either the United States or the foreign country. International adoptions are also at the mercy of international politics and national policies of the foreign country. A change in government may change your opportunity to adopt in that country. An international crisis or circumstances such as a war or terrorist action in either the United States or the foreign country may delay or stop adoptions. These factors can impact your adoption at any point in the adoption process.

TRAVEL

Travel to and from foreign countries can be uncertain. Although you may be given a specific date for travel to the foreign country, this date may change unexpectedly. Once you arrive in a foreign country, events there may delay your return to the United States through circumstances of which we are unaware or which arise while you are there. You agree that we are not liable or otherwise obligated for any expenses you incur in traveling to a foreign country to bring a child back to the United States or which arise due to changes in travel plans or times.

COSTS

Adoption fees, especially those paid to agencies, facilitators or others in a foreign country may change at any point in the adoption process. This may be due to economic circumstances, the need for additional services required by the foreign country and/or United States, or for reasons unknown to us. We will inform you when we become aware of any change in such fees.

However, we cannot control nor limit any increase in these charges. You understand and acknowledge that you are responsible for the fees you pay to anyone other than us, and that we are neither responsible nor liable for any increase in those fees. In certain circumstances you may pay fees to agencies, governments, facilitators or other in a foreign country. If your adoption does not happen for any reason, you may or may not receive any refund of fees you have paid or we have paid on your behalf to the foreign sources. You agree that we are not liable nor in any way responsible to pay to you or obtain for you a refund of such fees. Fees and costs paid or payable to us for services rendered in connection with your adoption are non-refundable in accordance with the Fee Schedule provided to you. It is important to understand that you are paying for services provided to you or for the benefit of you or the child. Although fees and costs are generally phased over the course of the adoption, they should never be construed as payments in exchange for a child.

CONTROL OVER OTHER ENTITIES

There are many governmental and non-governmental agencies involved in an international adoption over which we have no control. We cannot guarantee the actions of any agency or individual over whom we do not have complete control. This includes foreign officials, foreign attorneys, foreign referral sources, foreign immigration and governmental agencies and other licensed adoption service providers within the United States. In addition, we cannot control the actions of the United States Citizenship and Immigration Service (USCIS) or the United States Embassy or Consulate officials in a foreign country. We cannot guarantee that the U.S. Embassy Consulate office which processes a child's immigration visa will find that the child meets the definition of an "orphan". This is solely within the discretion of the USCIS. Further, in certain cases, the USCIS has stopped children from entering the U.S. for an adoption due to problems in the foreign country. We will keep you informed of the USCIS situation with regard to a child you wish to adopt, but we cannot guarantee the child will be allowed to enter the United States.

LEGAL RISKS

In any adoption there may be legal risks. These include the risk that the agency or court in the foreign country may not approve your adoption or will change the requirements for you to complete the adoption. There may be issues raised by a termination of parental rights in the foreign country based on a relinquishment by the birthmother only, not the birth father. If you must finalize or confirm your adoption when you return home with a child, the court in your state may not approve the adoption or may have additional requirements you must meet beyond those of the foreign court or the USCIS. We strongly recommend that you consult with an attorney regarding any issues which are of concern to you.

DISRUPTIONS AND DISSOLUTIONS

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 KidsFirst, 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 KidsFirst 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 all fees incurred to such point are non-refundable and non-transferable.

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, KidsFirst 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 Child Services or similar department 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. KidsFirst will also consider the child's age, length of time in the United States, and other such pertinent factors. Notwithstanding the 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 the 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. KidsFirst 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 KidsFirst suspects child neglect or abuse occurring, in compliance with the laws and regulations of the State of Indiana, KidsFirst will report such suspected neglect or abuse promptly to appropriate law enforcement and public child welfare authorities and cooperate fully in the 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: KidsFirst 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, KidsFirst will work cooperatively with the local enforcement to help secure another placement for the child, if possible. In the event removal of the child from 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 circumstances.

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 occasion 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.

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 KidsFirst and those with whom it collaborates in providing adoption services. You acknowledge and understand that KidsFirst cannot be held responsible or liable for delays or other events or complications outside the direct control of KidsFirst. You also acknowledge that KidsFirst cannot and does not assume responsibility for the actions of a foreign government. KidsFirst 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 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. KidsFirst cannot and does not assume responsibility for these entities.

PAPERWORK CHANGES

The paperwork requirements for foreign country adoption processing are 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 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 adoptions services, KidsFirst 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 KidsFirst may disclose confidential information to health care professionals or entities, social workers, homestudy 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 KidsFirst to provide adoption services, either to the prospective adoptive parent(s) or the child. This provision survives any termination of this Agreement.

KidsFirst cannot be held responsible for your confidentiality loss as your case file information and dossier will be in the foreign country during and after your adoption. KidsFirst cannot guarantee that your file will be secure and does highly recommend an identity theft protection agency.

ACKNOWLEDGEMENT OF RISK

Adoptive Parent(s) acknowledge that they have read and signed the Statement of Risks In International Adoptions Waiver of Liability, and understand its contents. Nothing in this Agreement and nothing in KidsFirst’s statements to Adoptive Parent(s) shall be construed as a promise or guarantee about the outcome of Adopting Parent(s)’ process in adoption. **Because of the nature of adoptions KidsFirst makes no representations as to the outcome of an adoption. No guarantee can be given, although a candid exchange of questions and views between the parties is always encouraged.**

This Statement was executed this ____ day of _____, 20 ____ and shall be governed in accordance with the laws of the State of Indiana

Prospective Adoptive Signature

Printed Name

Date

Prospective Adoptive Signature

Printed Name

Date