

WAIVER AND RELEASE

Prenatal Care: I acknowledge that I have been informed by Womb With a View™ (WWAV™) that prenatal care is important to a healthy pregnancy. I am currently receiving prenatal care and my doctor has been informed and has no objections to my attending this sonography session.

Concerns Should Be Referred to Physician: I have also been informed by WWAV™ that use of WWAV™ services cannot substitute care of a physician. If I have any concerns regarding my pregnancy, I will contact my doctor. I will in no way rely upon WWAV™ or its services for medical advice. I understand WWAV™ does not provide any medical reports to my doctor.

No Professional Negligence Claim: I am purchasing WWAV™'s services and products for keepsake, non-medical purposes. I agree that I have no right or recourse against WWAV™ in any medical malpractice, professional negligence or any medical related claim arising out of or in any way related to my pregnancy or the birth of my child. This includes any claim for error in gender determination.

Assumption of Risk: I acknowledge that there is inherent risk in any activity involving a fetus and there are potential risks in this type of activity. I understand WWAV™ follows FDA recommendations for length of scan and frequency (soundwaves), and that no detrimental effects have been found in 40 years of studies. I hereby voluntarily assume all risk of harm or injury to me or my baby resulting from the services provided by WWAV™.

Waiver and Release of Claims: I hereby waive, release, acquit and forever discharge WWAV™ from any and all claims, expenses, demands, costs, causes of action, and other actions and liabilities, of any nature whatsoever, whether known or unknown, whether in law or equity, that I or my baby may have arising out of or in any way related to my visit to WWAV™. I agree that I shall have no right whatsoever to file any lawsuit or institute any other action or legal proceedings of any type arising out of or in any way related to my visit to WWAV™.

Waiver of Civil Code Section 1542: This agreement, in its entirety is made notwithstanding section 1542 of California Civil Code, which provides: **"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."** Therefore, I agree that this agreement is intended to include in its effect, without limitation, all claims and causes of action related to my visit at WWAV™ that I do not know or suspect to exist in my favor and that this release contemplated the extinguishment of all such claims and causes of action.

Womb With a View™: As defined in this document, WWAV™ shall include Womb With a View™, BabyPics, Inc., its owners, officers, agents, employees, independent contractors, attorneys and affiliated related entities.

Photo Release: I give WWAV™ permission to post or use any photos or recorded data for advertisement purposes. I understand no names will be posted or used with the photos.

Picture Quality: I understand picture quality is dependent on many factors. I understand that WWAV™ is not always able to obtain pictures of every baby. I understand no refunds are available if WWAV™ is unable to obtain pictures or gender.

I have read and understand all of the above. I agree to all of the above.

Signature: _____ **Date:** _____