La Vida International
Understanding and Preparing for an International Adoption
&
Waiver of Liability

INTRODUCTION

As prospective adoptive parents, you are about to embark upon an exciting experience. Adoption will be a learning experience for you that at times can be a challenging and emotional process. Regardless of what type of adoption you plan to pursue or where you plan to adopt from, adoption is a process that carries risks. It is also a process that inherently cannot always be fully controlled or exactly planned. We have found that a properly educated and prepared family is often better equipped for the undertaking they are about to begin. Throughout your efforts to adopt, there may also be times when it is difficult to remember all the details and information provided to you concerning many of the issues encountered while adopting. 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 that you understand it, we will ask you to sign a copy of this statement for our files.

While the potential issues and risks outlined below may seem significant, it is also helpful to remember that most international adoptions are successfully completed each year without significant issues or problems. Some risks are more prevalent in certain countries than others, so it is important to understand history, experience, and outcomes for children for each adoption program you are considering. Education, understanding and proper preparation will help every potential adoptive family make proper personal decisions and hopefully, have a better adoption experience.

International adoption and adoption placements have certain risks, which may or may not be known at the time of placement or may never be known. The purpose of this statement is to set forth some, but not all, of the more significant risks associated with entering into an international adoption plan. As potential adoptive parents, you should review and understand this document and all documents that you will be provided with throughout the adoption process. As with any document that you are asked to sign, you should feel free to review the document with an attorney or anyone else you may choose if it aids in your understanding. Please remember that the adoption process is completely voluntary and if you ever believe that continuation of an adoption plan is not in the best interests of your family or the child, you should not continue.

The amount of information available about a child or a specific adoption varies from placement to placement. As a result, certain risks may become known and/or become significant to the placement. All of the information that is made available to the agency about a child will be disclosed. As is the case for every adoption, not all information about a child will be known or is

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knowable, and this fact results in risks that can have an effect on the future health, social and/or emotional development of the child.

GENERAL RISKS IN INTERNATIONAL ADOPTIONS

There are risks in pursuing any adoption, including an international adoption. While the agency will diligently pursue the successful completion of an adoption for you, it cannot control all aspects of the process nor guarantee a successful outcome. Completing an application and/or enrolling in one of the agency's international adoption programs does not guarantee the placement of a child with you. Further, while a foreign country may try to honor your requests for specific characteristics in a child (such as age, sex, or health), this might not be possible or it may not occur. There is no guarantee that a child will be referred from the foreign country from which you wish to adopt nor is there a guarantee that a child will be referred with the specific characteristics that you desire. While the agency will do its best to advocate for you in an effort to try to accommodate your desires, there is no guarantee that such efforts will be successful.

There are additional risks associated with the pursuit of an international adoption. These risks include, but are not limited to: the foreign country may change its laws resulting in a cessation of adoption either permanently or temporarily; travel or escort may be delayed or changed; rules on family eligibility/requirements may be changed by overseas authorities, rendering you ineligible or your application incomplete; fees may change at any point in the process; documents can get lost; political, social and economic disruptions can interfere with adoption, delaying the process and/or cause the necessity of more than one trip; information about children may be inadequate and supplemental information may be difficult or impossible to obtain; overseas communication can be difficult and frustrating not only because of poor technology but also due to cross-cultural perceptions of time and how to get the job done; family and child documents are subject to approval by the United States Citizenship and Immigration Services office and in some states, additionally by the office of the Interstate Compact for the Placement of Children (ICPC).

LEGAL AND OTHER RISKS

In any adoption there may be legal risks. These risks include the risk that the agency or jurisdiction in the foreign country may not approve your adoption application or your home study. There is a risk that U.S. state, U.S. federal and foreign governments could change the requirements that must be met in order to complete the adoption. There may be issues raised by a termination of parental rights in the foreign court based on a relinquishment by the birth mother and/or birth father. The U.S. authorities may not accept the adoption paperwork or the child may be determined ineligible for adoption. If the laws and adoption procedures of the foreign country allow for a specific termination of parental rights process, the child's parent(s) may change his or her mind or an extended relative may request that the child be placed with him or her. While the sending country and/or La Vida International may try to honor your requests for specific characteristics in a child (such as age, gender, health condition, etc), this might not be possible. We also may not be able to secure a referral of a child from your

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preferred country with the characteristics you desire. While we will try to facilitate a match of a child to you based on your suitability, we cannot guarantee that we will be able to do so.

Further, you understand that your adoption process may be terminated at any point if you are found to be ineligible for adoption, or if you are assessed and/or reassessed for suitability and determined to be ineligible for the type of placement you desire.

If an adoption must be finalized or confirmed when you return home with a child, the court in your state of residence may have additional requirements that must be met beyond those of the foreign or U.S. federal governments. International adoptions from certain foreign countries may not be finalized for months or until a certain period of successful placement in your home has occurred.

While a foreign decree of adoption is generally accepted by all jurisdictions here in the U.S., you might consider consulting with an experienced international adoption attorney licensed in your state regarding any legal issues specific to your state of residence.

CHANGES IN CHILD'S STATUS AND/OR AVAILABILITY

A specific child may be referred to you, but that child's status or availability may change for many reasons that are beyond our control. For example:

A child may become too ill for travel or die while in care.

The birth mother/father/guardian may change his/her mind about the relinquishment of the child.

The birth mother/father/guardian may disappear, die, become uncooperative or otherwise be unavailable during the process making the completion of relinquishment impossible.

A relative/kin/community member/national may come forward who is able to care for the child/adopt the child domestically.

It may be determined that the child will never be legally free for adoption due to a decision by the US Embassy/Consulate or other federal authorities in country.

The United States government may deny the "orphan petition." They may base this decision on judgments regarding the child's status as an orphan or other factors.

The United States government and/or the sending country government may change immigration or other rules, which then preclude you from proceeding with adopting the child referred to you.

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The sending country's government may rescind a referral based on the adoptive family's comments on public forums (may include blogs, Facebook, other online groups, etc).

The sending country's government or US Department of State may change adoption laws, modifying or eliminating the adoption process.

The sending country's government could withdraw a referral with or without explanation. This can happen because of a change in the sending country's local or national politics, a change in officials, and/or an increased concerned within the sending country regarding international adoptions of their children.

The child may be referred to another family either for domestic placement or international placement. Occasionally a child may have been referred to more than one agency.

The child may decide that he/she does not want to be adopted.

In a country requiring DNA testing, the child and birth parent's DNA may not match, indicating that the person relinquishing the child does not have this right.

You understand that these events are not under our control, and we cannot change decisions made by the United States government and/or a foreign government.

AGE, MEDICAL, DEVELOPMENTAL AND/OR 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.

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. You should consult with a pediatrician, or appropriate medical specialist of your choice to review such information that is available to provide you with an opinion regarding this information, or absence of such information.

You understand and acknowledge that a referred child may have undiagnosed or misdiagnosed medical, developmental, emotional, or physical conditions which may be temporary or permanent. Such conditions may not be apparent until after the child is in your home and has reached a certain age. We cannot guarantee the accuracy or completeness of any information given to us about the child, including the child's age or date of birth (thus a child may be older or younger than reported), or the results of any testing done on the child in the foreign country.

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You understand that in international adoptions, there are additional risks that the child has been exposed to or experienced sexual abuse, physical abuse, neglect, malnutrition, exposure to drugs or alcohol in utero, etc. Information related to a birth parents' substance use/abuse during pregnancy may or may not be available to us and/or may not be accurate. In many cases, if a child has been affected by any/all of the above, it is difficult or impossible to diagnose such conditions in the sending country. These risks are especially acute with international adoptions as the amount and quality of medical records may be inadequate.

We do not 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. You voluntarily, irrevocably and unconditionally waive and release La Vida International, its supervisors, its parents, affiliates, subsidiaries and related entities and all of the foregoing's employees, agents, representatives, successors and assigns (all such entities and person being referred to collectively as the "Released Parties") from and against any and all claims, damages and liabilities arising from or related to the child's physical, emotional or mental health, development, ability or inability to integrate into your family. You also agree to indemnify and hold the Released Parties harmless from and against the claims, damages and liabilities arising from or related to the child's physical, emotional or mental health, 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. The time frames listed in our literature for specific programs are based on the most typical adoption experiences. There can be no assurances or guarantees, however, that your adoption will proceed in any specific length of time and it is common for international adoptions to encounter delays in the process. It is also possible that timetables may be reduced.

International adoptions are also at the mercy of international politics and national policies of the sending country. A change in government may change your opportunity to adopt from that country. An international crisis or circumstances such as a war, terrorist action or civil unrest in either the United States, the sending country or surrounding countries may delay or stop adoptions. These factors, and others, can impact your adoption at any point in the adoption process. Estimated time frames are based on program history and may vary or change during the course of your adoption.
In addition to the factors listed under Changes in Child's Status and/or Availability, your adoption process may be delayed or prevented for any of the below reasons (this is not an inclusive list):

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The US Embassy/Consulate, court, or foreign government may decide to investigate a case, either randomly or due to concerns they have about the adoption, which they may or may not reveal.

The birth mother/birth father/guardian may not appear for scheduled appointments.

Objections by the court, judge or other officials involved in the adoption process.

New or revised documents may be required. These documents may need to go through several steps in the translation, authentication, and legalization process. We do not have control over the time frames in this process.

Foreign government offices, courts, or the US Consulate/Embassy may close for extended periods during the certain times of the year, on national holidays, other occasions, or for unscheduled meetings.

It may be determined that a child is not appropriate or available for adoption; therefore withdrawing the child from the adoption process.

Families who are originally from a sending country and/or families with sending country heritage may be given priority for a referral from that specific sending country.

Families may encounter delays during their I600A/I600 or I800A/I800 process. Several government agencies are involved in processing these documents.

Changes in documents required, fees and length of time to process documents are some of the routine changes/delays families encounter.

Families may need to be re-fingerprinted or renew the I600A or I800A approval during the adoption process prior to receiving a referral or traveling.

There may be delays in the child's visa process. There may be delays in obtaining documents from the country and additional documents could be requested. There may be delays with the visa cable.

Medical conditions may be discovered which would require further testing and evaluation as well as documentation of acceptance by the parents before the adoption can continue.

Quota rules may change, further limiting the number of children who can be placed in a given year.

Decreased number of children available for International adoption due to increased domestic foster care options, domestic adoption options and/or parenting by biological parents/relatives.

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TRAVEL

Travel to and from foreign countries involves risks and uncertainties. Although a specific date may be given for travel to the foreign country, this date may change unexpectedly. After arrival in a foreign country, events there may delay your return to the United States through unknown or unforeseeable circumstances or due to circumstances that arise while processing the adoption. The agency cannot be and is not liable or otherwise obligated for any expenses that are incurred when traveling to a foreign country to bring a child back to the United States or which arise due to changes in travel plans, increased times, issues that arise during the adoption, weather conditions, airline delays, or for any other circumstances beyond anyone's control.

COSTS

Although efforts will be made to keep fees and expenses constant, there are times when fees, costs and expenses may change. Adoption related costs paid to agencies, facilitators, governments, or others in a foreign country, may change or increase at any point in the adoption process. These changes may be due to economic circumstances, the need for additional services required by the foreign country, the U. S., the agency, or for reasons currently unknown or unforeseen. The agency will make every effort to inform you whenever any change in such fees or costs become apparent. However, the agency cannot control nor limit any increase in these fees or costs nor is it responsible or liable for any increase in such fees.

In certain circumstances, fees or costs may be paid to agencies, governments, facilitators or others in a foreign country; and such fees or costs may not be refundable even if the adoption does not happen for any reason. This can include fees you have paid directly and fees and costs paid on your behalf to others, including the foreign sources. The agency is not liable nor in any way responsible to obtain a refund of any such fees or costs. Additionally, certain fees, costs, and expenses are only an estimate provided for convenience. There may also be direct costs and expenses incurred for my benefit by the agency in connection with the contemplated adoption. Such costs may include personal expenses incurred overseas, costs of travel, lodging and adoption processing in-country, child's medical expenses, gifts, costs of long distance telephone calls, express mailing, visa fees, and immigration expenses.

Agency fees, adoption fees and related expenses are not contingent upon the receipt of a child, but represent payment for services received and efforts undertaken and expenses incurred in the hope that a child will be identified for adoption from a foreign country and that such adoption will be finalized. Agency fees cover costs and expenses of many efforts on behalf of an adopting family, including but not limited to maintaining adoption sources in the foreign countries, obtaining information concerning available eligible orphans, gathering of necessary papers and documents necessary for the filing with governmental immigration offices and with the foreign government, instructing and communicating with clients, administrative costs of the agency, and miscellaneous costs. Agency fees and costs are staggered and are generally related

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to efforts performed and costs expended; and as such, most of the fees and costs shall be deemed to have been earned and shall be non-refundable upon the commencement of services. Certain other expenses may also be incurred by the agency in advance of being billed and such expenses must be reimbursed whether the adoption is completed or not.

CONTROL OVER OTHER ENTITIES

There are various governments and non-governmental entities involved in an international adoption. These include officials, attorneys, referral sources, immigration agencies, and governmental agencies and entities, both foreign and domestic. The agency cannot guarantee or control the actions of any agency or individual over whom it does not exercise control. For example, the agency cannot predict the timelines or the decisions of the U. S. governmental offices or officials in a foreign country. There is no guarantee that the U.S. Embassy or Consulate office that processes a child's immigration visa will determine that the child meets the definition of an "orphan". Such decisions are solely within the discretion of the U.S. government. There have also been cases where the U.S. government has stopped children from entering the U.S. for adoption due to problems in the foreign country.

ASSUMPTION OF RISKS AND WAIVER OF LIABILITY

Prospective Adoptive Parents wish to pursue an international adoption plan and to seek an adoptive placement, knowing and assuming all the medical, legal, general, and other risks of adoption, some of which are set forth in this document. In addition, Adoptive parents have independently conducted research on their own and have made decisions knowingly and voluntarily, understanding other risks that may or may not be set forth in this document. Prospective Adoptive Parents acknowledge that they have been advised to consult with an attorney of their choice regarding execution of agreements and have either consulted with an attorney or purposefully decided against such consultation.

Prospective Adoptive Parents hereby agree to indemnify the agency and waive, release, and forever discharge the Agency, including 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, demands, charges, causes of action, liabilities, penalties, costs and expenses, including attorney fees, that the adoptive parents who sign this waiver may have now or in the future against the Agency or its employees, attorneys, social workers, independent contractors, independent contract attorneys, independent contract social workers, principals, officers, shareholders, owners, directors, successor corporations and affiliates.

Prospective Adoptive Parents hereby waive, release and forever discharge the Agency, its supervisors, its parents, 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, demands, charges, causes of action, liabilities, penalties, costs and expenses, including attorney

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fees, that the adoptive parents 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.

MISCELLANEOUS PROVISIONS

This understanding shall be interpreted under the laws of the Commonwealth of Pennsylvania. Whenever possible, each provision of this understanding shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this understanding shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remainder of the remaining provisions of this understanding.

You have read, understand and agree to the terms of this Statement of Risk. You have had the opportunity to ask questions concerning the risks of international adoptions and they have been answered to your satisfaction. You agree that neither La Vida International nor any of its affiliates, nor any of the employees, representatives or agents of any of them, have made any oral promises, statements or representations to you that are contrary to the terms of this Statement of Risk. Further, in the event any such promises, statements or representations were made, you agree that such promises, statements or representations are not authorized, are not enforceable and are superseded by this Statement of Risk and the International Adoption Services Contract.

In consideration of the terms of this understanding including the assumption of risk and this waiver of liability, the Agency agrees to provide adoption services and assistance to the Adoptive Parents and the Adoptive Parents agree to accept and pay for such services and assistance.

In witness whereof and intending to be legally bound, the parties set their hands and seals to this Understanding and Waiver of Liability, the date set forth below.

_____ _____ _____ _____
Applicant One Date Applicant Two Date

_____ _____
Stephanie D'Amico, M.S.W., Director Date
La Vida International

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