

CONSENT TO NON-MEDICAL ULTRASOUND

By signing this agreement, I consent to 3D Keepsake Imaging conducting an ultrasound procedure (“Ultrasound”) strictly and solely for my entertainment purposes. I acknowledge and agree the Ultrasound is not being conducted for medical purposes, nor will any medical information be obtained or provided to me through the Ultrasound. All information obtained by this Ultrasound through either direct viewing of the video monitor or any photographs, DVD or other media is strictly and exclusively for entertainment purposes and not in any manner for medical diagnostic purposes.

I agree that 3D Keepsake Imaging, its employees, owners and agents (collectively, “3D Keepsake”) have no obligation whatsoever to perform any medical procedure or examination or report or provide any medical diagnosis or medical information during or as a result of the Ultrasound. I agree that I shall rely solely on my personal physicians for any medical information related to the Ultrasound and agree that I shall consult with my physician regarding any medical information that could be obtained, if any, from the Ultrasound.

I understand that ultrasound technology (sound waves) has been used for over 40 years and there is no current evidence that ultrasound causes any harm to the fetus or mother, or causes any kind of birth defects, genetic disorders, miscarriages, premature labor, bleeding, pregnancy complications, or any other known medical complications to the mother or fetus (collectively, “Pregnancy Complications”). I understand that ultrasound does NOT use x-ray or any other kind of radiation energy.

I agree there is a possibility that an unknown birth defect or other fetal abnormality may presently exist, and that such existing condition may be observable or discovered by my physicians or others as a result of the Ultrasound. I agree 3D Keepsake shall have no responsibility to detect or report any defects or abnormalities observable in the Ultrasound, as 3D Keepsake is not providing any medical services. I hereby release and agree to hold 3D Keepsake harmless from any claims, including emotional or physical distress, which may arise in connection with the Ultrasound or information discovered or discoverable from the Ultrasound.

I understand that certain conditions may prevent obtaining clear imaging, including baby facing the mother’s back, placenta on the front wall of the uterus, and maternal weight over 200 pounds. If it is clear the Ultrasound images will not be of good quality, the mother has the option of rescheduling one time.

FINANCIAL RESPONSIBILITY

Payment for all services provided in connection with the Ultrasound are the sole responsibility of the Customer and are due in full at the time of service. Customer agrees that because the Ultrasound is not being provided for medical purposes, the cost for the service is not covered or reimbursable by health insurance.

PRIVACY

By signing this consent, you are authorizing and consent to 3D Keepsake obtaining the Ultrasound for the purposes set forth above. 3D Keepsake has developed a Notice of Privacy Practices that provides more detailed information about how, and under what circumstances, we may use and disclose the Ultrasound. You are encouraged to read the Notice in detail.

I hereby authorize 3D Keepsake, to provide, to disclose, and to release to my physician, health care provider and health care professional, the Ultrasound and any information which may otherwise be considered private, privileged, protected or personal health information, and health information as defined and described in the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191, 110 Stat. 2024), the regulations promulgated thereunder (such laws and regulations are collectively referred to as “HIPAA”) and any other State or local laws and rules, but acknowledge that 3D Keepsake has no obligation to do so.

Customer Printed Name

Customer’s Physician Name

Customer’s Signature

Date