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## STATEMENT OF RISKS IN INTERNATIONAL ADOPTIONS WAIVER OF LIABILITY

### INTRODUCTION

Adoption is an exciting and emotional process with many details and important information to remember and understand. Because of the large amount of information you will receive during your adoption journey, FFAS has highlighted key information regarding the many risks and challenges inherent in adoption. **While FFAS is not serving as a Primary Provider (your placing agency), rather is acting as a Supervised Provider to complete your home study and post placement/adoption services, we want you to be fully informed and are therefore outlining risks associated with international adoption. We understand your placing agency will also provide you with this information in their application materials. Nevertheless, as this is vital 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 inherent 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 (and your placing agency) 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 (in most cases via your placing agency), it will be disclosed to you so that you can review it and possibly reevaluate your participation in a 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.

### GENERAL RISKS IN INTERNATIONAL ADOPTION

You understand that there are significant risks in pursuing an international adoption. Within the scope of our services (home study and post placement/adoption services), we will diligently pursue the successful completion of an adoption for you, but you acknowledge that we cannot control most aspects of the process nor guarantee a successful outcome. Completing an application and/or enrolling in our program do not guarantee your home study approval or 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. Your placing agency 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 (as related to your home study approval parameters), we cannot guarantee that we will be able to do so.

**Risk: Various Risks Associated with the Country**

- FFAS 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 and/or admission criteria, add additional fees, and/or change any other factors that are at their discretion.
- Some countries suspend adoption petitions and processes for periods of time while they review adoption policies and procedures or deal with a specific case that's garnered international attention. During suspension, adoptions in process are halted, which can lead to delays. We recommend that you research the countries you are considering, as some suspend their petitions more frequently than others.
- 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.

**Risk: Medical, Mental/Emotional and Developmental Issues with Child**

- FFAS 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 provide you all information provided to us by the Primary Provider (your placing agency), referral source and/or foreign government or agency. You understand and acknowledge that the medical and social information given to us by your placing agency, 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.
- Prior to accepting a referral, FFAS strongly encourages you to consult with a pediatrician, OB-GYN or other appropriate medical specialist to review such information or provide you with an opinion regarding this information, or absence of such information.
- 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. FFAS 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.
- FFAS does not assume any duty to independently verify the information given to us by your placing agency, 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 specifically agree to hold FFAS harmless and not to pursue any legal action against us for the child's physical, emotional or mental health or development or ability to integrate into your family.

#### **Risk: Long Wait Times**

- The paperwork process can be one of the most consuming parts of the international home study and adoption process. Some clearance agencies and/or countries are very deliberate and slow in processing requests and paperwork. Paperwork requirements may also change. This leads to longer wait times. You hereby acknowledge your willingness to complete such tasks and your understanding of this risk.
- Please research the country you are considering to evaluate waiting times. There can be no assurances or guarantees that your adoption will proceed in any specific length of time, even in cases where you've met and bonded with your child.

#### **Risk: Lost Referrals**

- A specific child may be referred to you, but that referral may be lost for any number of reasons which are beyond our control, including but not limited to: serious illness or death of the child, timing of the referral, child's legal status, visa issues, and changes in immigration or other rules which then preclude you from proceeding with adopting the child referred to you.
- Foreign countries or independent referral sources can 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. These events are not under FFAS control, and we cannot change decisions made by a foreign government.
- 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 where 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 make another trip to the foreign country to finalize their adoption.
- There is no guarantee you will receive another referral if you turn down the original referral. Please understand and acknowledge that you are solely responsible for any cost or expense incurred by you because you decide to request a different referral while in the foreign country.

**Risks: Financial**

- 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. Your placing agency should inform you if they become aware of any change in such fees. If FFAS is advised of any changes in fees, we will also inform you of the change. 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 others 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 fees paid on your behalf to the foreign sources.
- Fees and costs paid or payable to us for services rendered in connection with your adoption are non-refundable in accordance with our Statement of Fees 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 accrued over the course of the adoption, they should never be understood as payments in exchange for a child.

**Risk: Travel**

- All aspects of travel to and from foreign countries can be vague. 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 you are solely responsible 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.

**Risk: Actions By Other Entities**

- There are many governmental and non-governmental agencies involved in an international adoption over which we (and your placing agency) have no control. FFAS cannot guarantee the actions of any agency or individual over whom we do not have complete control including but not limited to: foreign officials, foreign attorneys, foreign referral sources, foreign immigration and governmental agencies and other licensed adoption service providers within the United States.
- FFAS 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.
- FFAS 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.

- In certain instances, the USCIS has stopped children from entering the U. S. for an adoption due to problems in the foreign country. Where applicable, FFAS 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.

**Risk: Legal**

- In any adoption there may be legal risks, including but not limited to: 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, issues raised by a termination of parental rights in the foreign country based on a relinquishment by the birth mother 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.

**Risk: Disruptions & 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 FFAS, 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”.
- From the date an adoption is considered finalized in a foreign country, the child shall be considered a legal dependent 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 decide to dissolve an adoption after finalization, FFAS 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, FFAS will offer guidance to the adoptive family and cooperate with and assist the placing agency as much as we are able (given the scope of our services) 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 Health and Human Services or Department of Social Services 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. The child’s age, length of time in the

United States, and other such pertinent factors should also be considered. 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 child is in another placement and the Adoptive Parent(s) will pay such costs upon billing by the agency.

- In the event FFAS suspects child neglect or abuse occurring, in compliance with the laws and regulations of the Commonwealth of Virginia, FFAS 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, FFAS will assist the local enforcement, if possible and the agency Executive Director will collaborate with the Primary Provider to insure notification of 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, when requested and as much as we are able, FFAS will work cooperatively with your placing agency and 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.

#### **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 the course of providing adoptions services, FFAS 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 FFAS may disclose confidential information to health care professionals or entities, social workers, home study providers, or governmental agencies with a direct interest in the adoption proceedings (USCIS, embassies), as long as any such disclosure reveals no more information than is necessary for FFAS to provide adoption services, either to the prospective adoptive parent(s) or the child. This provision survives any termination of this Agreement.
- FFAS 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. FFAS cannot

guarantee that your file will be secure and does highly recommend an identity theft protection agency.

**WAIVER OF LIABILITY**

The Prospective Adoptive Parent(s) acknowledge and understand all the risks of adoption as set forth in this document and wish to move forward with our adoption plan knowing and assuming all the medical, legal and other risks of adoption.

Prospective Adoptive Parent(s) hereby agrees to waive liability against, and hold harmless, each of FFAS and its successors, assigns, officers, directors, employees, agents, volunteers, attorneys, representatives and corporate affiliates (collectively the “Released Parties”), and to fully and forever release the Released Parties from any and all claims, counterclaims, and demands whatsoever, whether arising in contract or in tort, including claims for negligence, and whether in law or in equity, which PAP(s) had, now have, or hereafter can, shall, or may have for, upon, or by reason of any matter, cause, or thing whatsoever arising out of or relating to an international adoption risk.

Applicant 1 Printed Name: \_\_\_\_\_

Applicant 1 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant 2 Printed Name: \_\_\_\_\_

Applicant 2 Signature: \_\_\_\_\_ Date: \_\_\_\_\_