



Release and Waiver of Liability

Bright Imaging LLC. offers elective 2D/3D/4D prenatal ultrasound for an entertainment keepsake and to provide a positive bonding experience for the expecting parents, family members, friends and your unborn child. This entertainment ultrasound is not intended to take place of a diagnostic ultrasound or any other medical procedures recommended by health care provider. However, if during your session our Registered Diagnostic Medical Sonographer identifies any pathological process incidentally they will not provide any assumptions, diagnosis, or medical input of any kind to you the patient and all pertinent images will be sent to our radiologist for further evaluation.

I acknowledge the following:

I, _____ (initials) am under the care of a physician or health care provider for the medical diagnosis, input, and recommendations relating to my pregnancy.

I, _____ (initials) certify I am obtaining this 2D/3D/4D ultrasound for **entertainment only** and I am not obtaining this ultrasound as a replacement for, or in lieu of, standard medical care.

I, _____ (initials) have undergone a medical diagnostic ultrasound prescribed by my health care provider in regards to this pregnancy. My health care provider ultimately will confirm my due date, screen for fetal abnormalities, and/or any abnormalities related to my pregnancy.

As a condition of receiving an entertainment ultrasound from Bright Imaging LLC.

I, _____ (printed name) hereby acknowledge, understand, and agree to the following statements:

- This ultrasound is an elective, non-medical procedure that I have voluntarily requested.
- The technician performing the ultrasound is not a doctor or nurse and cannot interpret diagnostic medical conditions, or otherwise offer medical conclusions regarding the images. I understand that the obtained images will not be reviewed by a radiologist or physician unless incidental findings are identified. I agree that I have no right of recourse against Bright Imaging LLC. or my physician for any medical malpractice, professional negligence or medically related claims arising out of the use of this keepsake service.
- **I understand that personal recordings and photographs are prohibited.**
- The ultrasound session(s) is intended for entertainment purposes only to view fetal movements and surface rendering. The technician will make no attempt to provide a medically inclusive ultrasound or confirm fetal well-being.
- I understand that I am responsible for contacting my health care provider if any questions arise concerning any issues relating to this ultrasound session or any aspect of my pregnancy.
- I give Bright Imaging LLC. permission to post and/or use any media in the form of still images or moving images for advertising purposes. I understand no names will be posted or released in association with these images or videos.
- I realize and understand the quality of my ultrasound images depends upon many factors including body habitus, developmental stage, fetal position, and adequate fluid. I understand Bright Imaging LLC. does not guarantee the quality

of the images or the ability to visualize any characteristics of the fetus such as gender and all images are not stored by Bright Imaging LLC I further understand that factors beyond Bright Imaging LLC. control may also affect the ability to accurately determine the gender of the fetus, and that there is no warranty or guarantee as to the accuracy of any such determination. I further understand that while ultrasound is believed to have no harmful or adverse effects on the mother or the fetus, further research or other information may disclose harmful or adverse effects that are presently unknown.

➤ In consideration of the services rendered, I agree to release and hold harmless Bright Imaging LLC. and its agents and employees (all referred to as the “released parties”), from any and all claims or causes of action for injury, harm, loss, damage, or other liability, whether caused by the negligence of the released parties or otherwise that result from or are alleged to have resulted from, this ultrasound. In addition, I agree to release and hold harmless the released parties from any and all claims or causes of action for injury, harm, loss, damage, or other liability which results from, or are alleged to result from, the failure of the released parties to accurately determine fetal gender or any other characteristics of the fetus. I will indemnify Bright Imaging LLC. with respect to any complaint and will agree to arbitration in the state of Colorado if any disagreements occur.

➤ Once Service are render there are no refunds. In the event that Bright Imaging LLC can’t not obtain any images. Bright Imaging LLC will allow you to return free of charge within two weeks in an attempt to get good images. However, if inadequate images are due to maternal habitus and/or low amniotic fluid levels (termed as anhydramnios or oligohydramnios) a refund will be issued at the beginning of the exam. *Travel deposits of \$30 are included in prices given and are non-refundable.*

I have carefully read and understand this release and waiver of liability and hereby acknowledge I fully understand and agree to its contents.

Customer Signature

Date

Guardian, if customer is a minor

Witness of signature (Bright Imaging Staff)