



# MOSCOW DIAGNOSTIC ULTRASOUND & BOUTIQUE

YOUR IMAGING DESTINATION

## WAIVER & LIABILITY FORM

NAME: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

CITY, ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

DOCTOR NAME: \_\_\_\_\_

DOCTOR ADDRESS: \_\_\_\_\_

DOCTOR PHONE: \_\_\_\_\_

WEEKS PREGNANT/DUE DATE: \_\_\_\_\_

HOW DID YOU HEAR ABOUT US: \_\_\_\_\_

**Prenatal Care:** I am under the care of a healthcare provider for medical diagnosis, input, and/or recommendations relating to my pregnancy AND I have undergone a medical diagnostic ultrasound prescribed by my physician or healthcare provider regarding my pregnancy and my healthcare provider ultimately will confirm my due date, screen for fetal abnormalities, and/or any abnormalities related to my pregnancy.

**Concerns Should Be Referred to Physician:** I have also been informed by Moscow Diagnostic Ultrasound LLC that the use of Moscow Diagnostic Ultrasound LLC services **cannot** substitute for care of a physician. If I have any concerns regarding my pregnancy, I will contact my doctor. I will in no way rely upon Moscow Diagnostic Ultrasound LLC or its services for medical advice.

**No Professional Negligence Claims:** I am purchasing Moscow Diagnostic Ultrasound LLC elective 2D, 3D, and/or 4D prenatal ultrasound for an entertainment keepsake and to provide a positive bonding experience for mother, family members, and friends with the unborn child. I agree that I have no right to recourse against Moscow Diagnostic Ultrasound LLC 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. This entertainment ultrasound session will not provide any assumptions, diagnosis, and/or medical input of any kind and is not intended to take the place of a diagnostic ultrasound or any other medical procedure(s) recommended by your healthcare provider.

**Assumption of Risks:** 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 Moscow Diagnostic Ultrasound LLC follows FDA recommendations for length of scan and frequency of ultrasound sound waves, 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 Moscow Diagnostic Ultrasound LLC.

**Waiver and Release of Claims:** I hereby waive, release, acquit and forever discharge Moscow Diagnostic Ultrasound LLC 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 Moscow Diagnostic Ultrasound LLC. 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 Moscow Diagnostic Ultrasound LLC.

**Photo Release:** I give Moscow Diagnostic Ultrasound LLC permission to post and/or use any media in the form of still images or moving images for advertising and/or marketing purposes and without compensation to me; and understand that Moscow Diagnostic Ultrasound LLC will not post or release names in association with these images or videos AND I give Moscow Diagnostic Ultrasound LLC permission to use any written feedback or testimonial provided by myself or, my successors or assigns, for advertising and/or marketing purposes.

**Picture Quality:** The quality of my ultrasound images depends upon many factors including: body habitus, fluid levels, developmental stage and fetal position AND Moscow Diagnostic Ultrasound LLC, **does not guarantee** the quality of the images or the ability to visualize any characteristics of the fetus including but not limited to the gender of the fetus. There is no warranty or guarantee as to the accuracy of any such determination. **I understand no refunds are available if unable to obtain pictures or gender.** Moscow Diagnostic Ultrasound LLC will do everything reasonable to optimize the fetus's position in the timeframe allotted in the package I selected and if a rescan is warranted, Moscow Diagnostic Ultrasound LLC will provide one (1) additional rescan at no charge only if technician feels it will be possible to acquire better imaging.

**I have notified my physician that I have chosen to obtain an elective 2D/3D/4D/HD Live fetal ultrasound from Moscow Diagnostic Ultrasound LLC & I understand my physician has not ordered this. I understand that this ultrasound is not to be used to replace physician care and your diagnostic ultrasound. I have been informed that the federal Food and Drug Administration has determined that the use of medical ultrasound equipment for reasons other than medical purposes, without a physician's prescription, is an unapproved use. I have been informed that Moscow Diagnostic Ultrasound LLC follows FDA recommendations for frequency (sound waves) and length of scan which has found no detrimental effects in 40 years of case studies. And that the technician is registered through American Registry for Diagnostic Medical Sonographers (ARDMS), I will not hold Moscow Diagnostic Ultrasound LLC and the technician liable for any negative outcomes regarding this Elective scan and understand that the technician may need to contact physician with any concerns seen during your Elective ultrasound.**

**I agree to pay Moscow Diagnostic Ultrasound LLC \$50.00 non-refundable deposit at the time of scheduling, and the rest of the exam amount at the time of my appointment.**

**I have read and understand all the above statements:**

**Signature: \_\_\_\_\_ Date: \_\_\_\_\_**