



Client Information Form

Name: _____ Today's Date: _____

Address: _____ City: _____

State: _____ Zip Code: _____ Phone Number: _____

Email: _____

OB/GYN Doctor's Name: _____ OB/GYN Doctor's Phone: _____

OB/GYN Doctor's Address: _____ City, Zip: _____

How many weeks are you today _____?

Date of last ultrasound ordered by MD - OB/GYN: _____ Due Date _____

How did you hear about us? _____

May we post a picture on our social media platforms and website? YES NO

PLEASE KNOW THIS IS NOT A DIAGNOSTIC EXAM AND WILL NOT BE READ BY A RADIOLOGIST.

CLASSY BABIE WILL NOT BE RESPONSIBLE OF DIAGNOSING FETAL ABNORMALITIES OR FOR ANY COMPLICATIONS THAT MAY OCCUR DURING PREGNANCY OR AFTER. SIGNING THIS FORM WAVES ANY LIABILITY TO CLASSY BABIE OR YOUR TECHNICIAN.

Signature: _____ Date: _____

FOR INNER REFLECTIONS STAFF USE ONLY

WEEKS: _____ 1# _____ 2# _____ 3# _____ GENDER _____ FHR: _____

Package: _____ Notes: _____

Disclaimer Statement

WE ARE NOT A MEDICAL FACILITY

We make no diagnosis concerning your health or the health of your child. We are not performing your ultrasound looking for any abnormalities and/or any other health related factors that could be preexisting at the time of your visit with us. We are an elective 3D/4D Ultrasound facility for purposes of obtaining photos and video solely as a bonding experience between you and your baby. We make no diagnosis during your ultrasound concerning you or the health of your child. Your doctor will order a medical diagnostic ultrasound usually around 20 weeks, to do measurements and check on baby's health and well-being. This will be performed at a medical facility by a medical ultrasound technician, read by a licensed radiologist. **"We do not provide medical diagnostic ultrasound at our facility nor will we be looking for anomalies."**

*It is highly unlikely but possible at the time of your visit with us; our technician may suggest you be evaluated by a medical professional. In this instance it should not be cause for alarm as only a Medical Professional can diagnose you. This would be simply a precautionary measure by our technicians at their complete discretion if by chance they happen to notice something suspicious and/or deem necessary. We may also just want to make a courtesy call to your doctor's office after your visit with us. In either case you give us permission to contact your doctor's office and/or hospital and authorize us to provide them with a verbal explanation of our suspicion only. We emphasize we are not and will not be looking for any anomalies or issues with you or baby as we are for purposes of bonding only. This disclaimer would only be needed in very rare circumstances that our tech deemed something notable to contact your physician.

*It is unlikely but also possible a facial abnormality undetected at your diagnostic ultrasound may show later on in 3rd Trimester when performing an elective 3D/4D bonding ultrasound. If you have any questions concerning what you see on screen or the health of your child you should asked to be seen by your physician.

IMAGES

We try to obtain the best photos/video possible during your 3D/4D session however many times baby can be uncooperative and/or other factors may contribute in not obtaining clear crisp images. Keep in mind every 3D/4D scan can have varying results as every expecting mother and baby are different. We note on our website & try to encourage hydration daily starting 1 week prior to your appointment date. Some scans can produce multiple 3D images while others can be a challenge to get 1 face shot, some of these factors are listed below.

*With every ultrasound we provide, we do our best to capture optimal images. 3D/4D imaging quality can and will vary by but not limited to, low and/or cloudy amniotic fluid, late gestational age, unfavorable fetal lie (position) or maternal body habitus (weight, build, size, structure) placenta location, babies' leg, arm, hand, feet in front of face which can create a black void. We always try our best to obtain as many images as possible during your session and go the extra mile if we are having trouble with any above factors however please be aware each woman and baby are different and as such each outcome of footage can be different. We can make no guarantee that your images will be perfectly clear as it will all depend on you, your body and your baby.

Print Name: _____ Signature: _____

Date: _____



WAIVER AND RELEASE

1. Prenatal Care: I acknowledge that I have been informed by Classy Babie that prenatal care is important to a healthy pregnancy. Classy Babie's services do not constitute prenatal care, and any image produced in my sonography session cannot substitute for a physician's medical sonogram. I warrant that I am currently receiving prenatal care, and my doctor has been informed and has no objections to my attending this sonography session.

2. Concerns Should Be Referred to Physician: I have also been informed by Classy Babie and understand that use of Classy Babie's services cannot substitute for care of a physician. I further understand that no diagnosis will be made during this session regarding normal development or abnormalities of the fetus. If I have any concerns regarding my pregnancy, I will contact my doctor. I will in no way rely upon Classy Babie or its services for medical advice. I understand that Classy Babie does not provide any medical reports to my doctor.

3. No Professional Negligence Claims: I am electing to purchase Classy Babie's services and products for keepsake, non-medical purposes only. The individual providing services at Classy Babie is not a licensed medical professional, and is not providing medical care. I agree that I have no right to recourse against Classy Babie 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 sex determination.

4. Assumption of Risks: I acknowledge that there is inherent risk in any activity involving a fetus and there are potential risks in these sonography sessions. I understand Classy Babie follows FDA recommendations for length of scan and frequency of ultrasound sound waves. I acknowledge that it is my responsibility to inform myself of the possible risks and decide whether to participate in this sonography session. I hereby voluntarily assume all risk of harm or injury to me or my fetus resulting from the services provided by Classy Babie.

5. Waiver and Release of Claims: I hereby waive, release, acquit and forever discharge Classy Babie 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 Classy Babie. 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 Classy Babie.

6. Waiver of Civil Code Section 1542: This agreement, in its entirety, is made notwithstanding section 1542 of California Civil Code, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." I hereby expressly waive the benefits and rights of California Civil Code section 1542, and agree Classy Babie - Release 11/23/2020 that this agreement is intended to include in its effect, without limitation, all claims and causes of action related to my visit with Classy Babie that I do not know or suspect to exist in my favor and that this release contemplates the extinguishment of all such claims and causes of action.

INITIALS: _____

7. **Classy Babie:** As defined in this document, Classy Babie shall include Classy Babie, its owners, officers, agents, employees, independent contractors, attorneys, and affiliated related entities.

8. **Photo Release:** I give Classy Babie permission to post or use any photos or recorded data for Classy Babie's advertisement purposes. I understand no names will be posted or used with the photos for these advertisement purposes.

9. **Picture Quality and Sex of Fetus:** I understand picture quality is dependent on many factors, and that Classy Babie is not always able to obtain clear or quality pictures of every fetus. I further understand that if the sex of the fetus is observed by the person performing the sonography session, it is important to know that the observation is never 100% accurate, and, therefore, I should not rely on this information for making significant decisions, purchases or otherwise. I understand no refunds are available if Classy Babie is unable to obtain pictures or sex of the fetus, or if there is an error in sex determination.

10. **Binding Effect:** I understand and acknowledge that this Waiver and Release is a binding legal document that affects my legal rights and remedies. I further understand and acknowledge that this Waiver and Release binds not only me, but also my spouse, children, heirs, representatives, distributes, guardians, and assigns.

11. **Minors:** I understand that to participate in this elective sonography session, I must be 18 years or older, and that if I am a minor, I must provide a parent or guardian consent, and I must be accompanied by the consenting party.

12. **FDA Disclosure:** I have been informed that the federal Food and Drug Administration has determined that the use of medical ultrasound equipment for other than medical purposes, or without a physician's prescription, is an unapproved use of this equipment.

13. **Covid-19:** For the safety of the customer(s) and the employees, I understand that to enter the Classy Babie studio, there will be a temperature check at the door, a series of COVID-19 related questions, and I plus my guests will all need to be wearing masks. Anyone attending my appointment who has traveled out of the country in the past 2 months and has flu like symptoms i.e. cough, body aches, fever, etc. or has tested positive for Covid-19 must refrain from attending my ultrasound appointment. I understand that my guest can enjoy viewing your appointment from home on the livestream package option. I understand that if I become sick or develop any of the Covid-19 symptoms or test positive for Covid-19, Classy Babie and is not liable. I understand that I must arrive at the scheduled time to allow rooms and equipment to be thoroughly sanitized.

I have read and understand all of the above. I agree to all of the above.

Signature: _____ Date: _____