



## WEST SANDS ADOPTIONS

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### **Schedule B Client Understanding of Risk**

As you begin your journey of adoption, you should know that adoption can be a difficult process. At times it may become frustrating and exhausting. At West Sands Adoptions, we are aware of the frustrations you may face, and want to assure you that we will stand with you throughout the process, and do everything in our power to make your journey as smooth as possible. However, there may be roadblocks or obstacles which we will not be able to prevent.

Parents looking into any adoption program should be aware of risks involved with that program. International adoption involves inherent risks, including but not limited to:

- delays brought about because of inter-country processes, or corrupt in-country providers, or government instability, or unfriendly US-international relations;
- the possibility of natural disasters, criminal activity or acts of terror while families are traveling;
- unforeseen expenses;
- emotional trauma brought about by the international adoption experience;
- unknown health, social or behavioral problems in the adopted child;
- changing policies of either foreign countries or the US government;
- instability of or changes in adoption programs in international countries;
- moratoriums or restrictions or program disruptions in international countries that may happen without warning.

*Hague*, or the Intercountry Adoption Act of 2000, is an international treaty which puts laws into effect worldwide preventing child trafficking and providing requirements whereby adoptions can occur in the best interests of children, their birthparents, and their adoptive parents. Hague standards are designed to protect children, their birthparents and their potential adoptive parents. Hague entered into full force in the United States on 1 April 2008. West Sands Adoptions is currently Hague-compliant, and working to make sure that our adoptions meet strict Hague requirements. This does not, however, mean that your adoption process will be risk-free. As part of our effort to ensure our Hague compliance with information disclosure requirements and help our families understand the adoption process, we ask our families to read and sign the “Client Understanding of Risk.”

We also encourage our adopting families to research any adoption process before moving forward with it. We hope you will not only complete your required education for international adoption, but will also expand your research into all aspects of the adoptive process. The US State Department website offers some excellent resources and information. Go to [http://travel.state.gov/family/adoption/country/country\\_369.html](http://travel.state.gov/family/adoption/country/country_369.html), and scroll down to the country where you intend to adopt. We also encourage you to ask us questions about possible risks, and seek other sources of information on the international adoption process. Education will empower you and help you to make the decision that is best for you and your family.

Please read and sign below the statements of understanding of risks:

1. The potential adoptive parent(s) understand, acknowledge, and agree that the process of intercountry adoption contains a number of inherent risks that are outside the control of West Sands Adoptions, including the risks listed in this document. Also travel to foreign countries contains inherent risks such as incurrence of disease, accidents, theft, loss of luggage, cancellation of flights, or related, none of which can be the responsibility of West Sands Adoptions.
2. The risks described in other parts of this document may impact the international adoption process in the form of delays, emotional frustration, additional expense, and/or failure of the possibility to complete the adoption process. Further, some of the risks can impact the long-term health and well being of the Child(ren) in the future.
3. Potential adoptive parent(s) adopting through our China Special Needs Program understand, acknowledge and agree that provision of information about a specific child is not a guarantee of a referral. It is possible for other adoptive families to view information about available children. Therefore, it is potentially possible for one family to be “locked in” with a referral for a particular child before another interested family has a chance to do so.
4. The potential adoptive parent(s) understand, acknowledge and agree that medical and social background information provided by the child’s country of origin may not be complete. The child may have unknown health and/or emotional and social risks at the time of placement, or such risks may present themselves after placement.
5. Potential adoptive parent(s) adopting through our China Special Needs Program understand, acknowledge and agree that although the China Center of Adoption Affairs does its best to provide all specific medical and social background information about the child being referred, the child may have additional medical conditions or other issues that have not been diagnosed or clearly understood before the child is referred to and placed with adoptive parents.
6. The potential adoptive parent(s) hereby expressly acknowledge that they have reviewed thoroughly the risks and that they understand these represent the types of risks that are inherent in the inter-country adoption process and are outside of the control of West Sands Adoptions (Hereinafter, the types of risks that are outside of the control of West Sands Adoptions, or WSA, shall be called the “International Adoption Risks”).
7. The potential adoptive parent(s) understand that because International Adoption Risks exist in the process, WSA can not and does not assure the potential adoptive parent(s) that there will be a successful outcome. The potential adoptive parent(s) hereby agree that if an International Adoption Risk event occurs with respect to the potential adoptive parent(s) adoption case processing or with respect to the long-term health of their child(ren), the potential adoptive parent(s) assume all risk and the consequences thereof. The potential adoptive parent(s) agree to hold West Sands Adoptions harmless for any of the costs incurred during or after the adoption process as a result of the occurrence of an International Adoption Risk.

8. The Potential Adoptive Parent(s) hereby agree to waive liability against, and hold harmless, each of West Sands Adoptions and its successors, assigns, officers, directors, employees, owners, agents, volunteers, attorneys, representatives, partnering agencies, and corporate affiliates (collectively, the “Released Parties”), and to fully and forever release the Released Parties from any and all actions, causes of action, suits, debts, accounts, liability, damages, attorney’s fees, claims, counterclaims, and demands whatsoever, whether arising in contract or in tort including claims for negligence, and whether in law or in equity, which the potential adoptive parent(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, and, including, (a) the political, governmental and administrative conditions in the foreign country; (b) any problems, delays, or failures relating to the US-International relations or other causes; (c) the medical, mental, social, emotional, and developmental condition of the child(ren); (e) any changes in the laws, regulations, policies, or administrative requirements of the international placing country, the United States or the potential adoptive parent(s) country; (f) any failure of any governmental or administrative judge, agency, official, or employee to approve or promptly process the adoption; (g) war, terrorism, crime, acts of God, natural disasters, or other conditions, matters, or causes beyond the control of WSA, (h) any or all of the risks set forth in this document. The potential adoptive parent(s) further agree to indemnify each of the Released Parties for any claims, costs, damages, or expenses incurred relating to, or arising from, the occurrence of an International Adoption Risk, including unknown medical, social or behavioral conditions of the child(ren).
9. All “hold harmless” and other provisions contained in the above paragraph, elsewhere in this agreement, and any attachments thereto are each to be construed to have the broadest meaning permitted by law. Where apparent conflicts exist, the provisions are to be harmonized to provide the maximum protection from liability to the Released Parties. Any duplication found in the Agreement or attachments thereto shall not be cause to strike or nullify one provision in the favor of another.

\_\_\_\_\_  
Adoptive Parent Name      Date

\_\_\_\_\_  
Adoptive Parent Name      Date

\_\_\_\_\_  
Adoptive Parent Signature

\_\_\_\_\_  
Adoptive Parent Signature

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2\_\_\_\_\_, before me \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged he/she (they) executed the same.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public