



# INTERNATIONAL CHRISTIAN ADOPTIONS

*A Voice of HOPE for Children Worldwide*

## STATEMENT OF RISKS IN INTERNATIONAL ADOPTIONS WAIVER OF LIABILITY

### INTRODUCTION

As prospective adoptive parents, you are about to embark upon an exciting experience. Adoption can be a very emotional process, and it is sometimes difficult to remember all the details and information we have provided to you concerning the adoption. Because of this, we have found it helpful to put some of this information in writing so you can refer to it from time to time throughout the adoption process. Since this is important 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 certain 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 Court finalization of the adoption, whether that finalization occurs in the foreign country or in the United States.

The amount of information available to us 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, it will be disclosed to you so that you can review it and possibly reevaluate your participation in this 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.

### DEFINITION OF TERMS

As used in this document, the following terms are defined as follows:

“Adoptive Parents” and “you” refer to the individual(s) whose name and signature appear at the end of this document.

“Agency” and “we” or “us” refer to International Christian Adoptions.

“Referral Source” refers to any person, agency or organization who refer children in a foreign country to you for purposes of an adoption.

“Foreign government” refers to any government entity, whether national or local, in a country outside of the United States.

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## **GENERAL RISKS IN INTERNATIONAL ADOPTIONS**

You understand that there are significant risks in pursuing an international adoption. We will diligently pursue the successful completion of an adoption for you, but you acknowledge that we cannot control all aspects of the process nor guarantee a successful outcome. Completing an application and/or enrolling in our program do not guarantee 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. We 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, we cannot guarantee that we will be able to do so.

## **LOST REFERRALS**

You understand that a specific child may be referred to you, but that referral may be lost for any of several reasons which are beyond our control. For example, a child may become too ill for placement; the child may not be available within the time frame you desire or within the foreign country's time limitations; or it may be determined that the child will never be legally free for adoption.

The United States government may change immigration or other rules which then preclude you from proceeding with adopting the child referred to you. The United States government may refuse to issue the necessary visa for the child to enter this country due to problems with your situation or due to problems in the foreign country.

Sometimes the foreign or independent referral source will 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. You understand that these events are not under our control, and we cannot change decisions made by a foreign government.

## **MEDICAL, DEVELOPMENT AND EMOTIONAL RISKS**

We 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 pass on to you all information that is provided to us by the referral source and/or foreign government or agency.

You understand and acknowledge that the medical and social information given to us by 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. You should consult with a pediatrician, OB-GYN or appropriate medical specialist to review such information or provide you with an opinion regarding this information, or absence of such information, before accepting referral of any child.

You further understand and acknowledge that a referred child may have undiagnosed or misdiagnosed medical, development, or emotional or physical problems which may be temporary or permanent. Such problems may not be apparent until after the child is in your home. We 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.

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We do not assume any duty to independently verify the information given to us by 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 agree not to expect or rely upon us to verify or investigate the truth of information provided to us by the referral source or other parties at the time of referral or in the future.

You specifically agree to hold us harmless and not to pursue any legal action against us in any way at any time for the child's physical, emotional or mental health or development or ability to integrate into your family.

## **TIME FRAME**

International adoptions are unpredictable in many ways, one of them being the time frame in which you will receive a referral or a placement of a child with you. There can be no assurances or guarantees that your adoption will proceed in any specific length of time. For example, the adoption may be delayed or discontinued by the foreign country for reasons either explained or unknown. The court in the foreign country may not approve the adoption or may withdraw approval of the licensing or investigating body in either the United States or the foreign country.

International adoptions are also at the mercy of international politics and national politics 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. These factors may impact your adoption at any point in the adoption process.

## **TRAVEL**

Travel to and from foreign countries can be uncertain. 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 we are not liable or otherwise obligated 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.

## **COSTS**

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. We will inform you when we become aware of any change in such fees. 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 not 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 we have paid on your behalf to the foreign sources. You agree that we are not liable nor in any way responsible to pay to you or obtain for you a refund of such fees.

Fees and costs paid or payable to us for services rendered in connection with your adoption are non-refundable in accordance with the Fee Schedule 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 phased over the course of the adoption, they should never be construed as payments in exchange for a child.

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## **CONTROL OVER OTHER ENTITIES**

There are many governmental and non-governmental agencies involved in an international adoption over which we have no control. We cannot guarantee the actions of any agency or individual over whom we do not have complete control. This includes foreign officials, foreign attorneys, foreign referral sources, foreign immigration and governmental agencies and other licensed adoption service providers within the United States.

In addition, we cannot control the actions of the United States Citizenship and Immigration Service (USCIS) or the United States Embassy Consulate officials in a foreign country. We 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. Further, in certain cases, the USCIS has stopped children from entering the U.S. for an adoption due to problems in the foreign country. We 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.

## **LEGAL RISKS**

In any adoption there may be legal risks. These include 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. There may be issues raised by a termination of parental rights in the foreign court 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 CIS. We strongly recommend that you consult with an attorney regarding any issues which are of concern to you.

## **DISRUPTIONS AND 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 ICA, 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". On occasion, an adoption is unable to be completed. In cases such as this, there will be no reimbursement for services that were completed and undertaken on your behalf. You understand that ICA will not pursue a biological parent or otherwise harass a biological parent to complete an unwanted adoption plan or to repay any of the funds you may have paid in attempting to do an adoption. If parents choose to terminate an adoption plan prior to finalization for any reason other than a serious medical issue with a child all fees incurred to such point are non-refundable and non-transferable. If prospective adoptive parent(s) choose to terminate an adoption proceeding before finalization because of a serious medical problem unknown at the time of referral, some fees, minus that already expended for foster care, legal services and medical care of the child shall be transferable to another child referral.

From the date an adoption is considered finalized in a foreign country, the child shall be considered a legal dependant 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 resolve to dissolve an adoption after finalization, ICA 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, the

agency will assist the adoptive family 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 Public 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. ICA will also consider the child's age, length of time in the United States, and other such pertinent factors. Notwithstanding 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 child's care until such time as the agency is able to effect other placement or return of the child as set forth above, and the Adoptive Parent(s) will pay such costs upon billing by the agency. ICA will make reasonable efforts to determine if child is eligible for various governmental social welfare programs providing financial assistance to children and, if so, work with the Adoptive Parent(s) to see that child is enrolled and that the Adoptive Parent(s)' billed expense is reduced accordingly.

In the event ICA suspects child neglect or abuse occurring, in compliance with the laws and regulations of the State of California (or other states in which ICA works), ICA will report such suspected neglect or abuse promptly to appropriate law enforcement and public child welfare authorities and cooperate fully in their 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, then: ICA will assist the local enforcement, if possible and the agency will be responsible for notifying 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, ICA will work cooperatively with 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 circumstance.

## **COUNTRY MORATORIUM AND BACKLOGS**

International adoptions are contingent on the cooperation of the foreign countries. At times, foreign countries change their adoption laws and procedures, which can result in backlogs of cases and on occasion moratorium (ceasing) of adoption. Moratoriums may be declared by the foreign country or by the United States should the United States determine that fraudulent activities are occurring that would require the stopping of adoptions to ensure the safety and well being of children. Moratoriums do happen and can completely stop a case from progressing. They are indefinite in their nature and impossible to predict. You hereby acknowledge your understanding of this as a potential risk.

## **INTERNATIONAL ADOPTION ENVIRONMENT**

International adoptions are fraught with uncertainty during the process and the completion of international adoptions often involves factors that are outside the control of ICA and those with whom it collaborates in providing adoption services. You acknowledge and understand that ICA cannot be held responsible or liable for delays or other events or complications outside the direct control of ICA. You also acknowledge that ICA cannot and does not assume responsibility for the actions of a foreign government. ICA cannot guarantee that a foreign government entity, institution, Judge, court or person will not disapprove or invalidate the request of any particular family or individual to adopt a specific child in the country of birth of that child or any particular foreign country will continue to allow the adoption of children by non-citizens. Final authority for approval of the child's adoption and subsequent emigration to the United States is at the

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discretion of the government and national authorities in the country of the child's birth and of the United States government. ICA cannot and does not assume responsibility for these entities.

### **PAPERWORK CHANGES**

The paperwork requirements for foreign country adoption processing are continually undergoing changes. These changes often result in delays. You may be asked to redo the same document several times before it is acceptable to the deciding entity in a foreign country. You hereby acknowledge your willingness to complete such tasks and your understanding of this risk.

### **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 working with you, however, in the course of providing adoption services, ICA 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 ICA 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), so long as any such disclosure reveals no more information than is necessary for ICA to provide adoption services, either to the prospective adoptive parent(s) or the child. This provision survives any termination of this Agreement.

ICA 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. ICA cannot guarantee that your file will be secure and does highly recommend an identity theft protection agency.

### **WAIVER OF LIABILITY**

The Adoptive Parent(s) acknowledge and understand all the risks of adoption as set forth in this document.

Adoptive Parent(s) wish to pursue an adoption plan and to seek an adoptive placement, knowing and assuming all the medical, legal and other risks of adoption as set forth in this document.

Adoptive Parent(s) hereby waive, release, and forever discharge the Agency, its employees, attorneys, social workers, independent contractors, independent contract attorneys, independent contract social workers, principals, officers, shareholders, owners, directors, successor corporations and affiliates from any and all claims, demands, charges, causes of action, liabilities, penalties, costs and expenses, including attorney fees, that the Adoptive Parent(s) who sign this waiver may have now or in the future against the Agency or its employees, attorneys, social workers, independent contractors, independent contract attorneys, independent contract social workers, principals, officers, shareholders, owners, directors, successor corporations and affiliates.

Adoptive Parent(s) hereby waive, release and forever discharge ICA, its employees, attorneys, social workers, independent contractors, independent contract attorneys, independent contract social workers, principals, officers, shareholders, owners, directors, successor corporations and affiliates from any and all claims, demands, charges, causes of action, liabilities, penalties, costs

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and expenses, including attorney fees, that the Adoptive Parent(s) who sign this waiver may have now or in the future against any third party, including but not limited to any foreign agency, lawyer, facilitator, governmental body, nation or any other individual or organization. In consideration of this waiver of liability, ICA agrees to provide adoption services to the Adoptive Parent(s) in accordance with the terms and provisions hereof and the Agreement for International Adoption Services executed by the parties hereto.

**ACKNOWLEDGEMENT OF RISK**

Adopting Parent(s) acknowledge that they have read and signed the Statement of Risks In International Adoptions Waiver of Liability, and understand its contents. Nothing in this Agreement and nothing in ICA's statements to Adoptive Parent(s) shall be construed as a promise or guarantee about the outcome of Adopting Parent(s)' process in adoption. **Because of the nature of adoptions ICA makes no representations as to the outcome of an adoption. No guarantees can be given, although a candid exchange of questions and views between the parties is always encouraged.**

Governing Law. This Agreement shall be governed by the laws of the State of California. The parties agree that the proper venue for any action under this Agreement shall be Riverside County, California.

This Agreement was entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and shall be governed in accordance with the laws of the State of California.

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Adopting Parent Signature

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Print Name

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Adopting Parent Signature

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Print Name

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International Christian Adoptions Representative