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## STATEMENT OF RISKS IN ADOPTIONS WAIVER OF LIABILITY

**In this document, “we” or “us” refers to Hausmann & Hickman, P.A., our employees, attorneys, social workers, independent contractors, independent contract attorneys, independent contract social workers, principals, officers, shareholders, owners, directors, successor corporations and affiliates.**

**In this document, “you” refers to the Prospective Adoptive Parents(s), jointly and severally, and their heirs, executors, administrators and assignees.**

### INTRODUCTION

As prospective adoptive parents, you are about to embark upon an exciting and sometimes unnerving experience. Adoption can be a very emotional experience, and it is sometimes difficult to remember all the details and information we have provided to you. Because of this, we have found it helpful to put some of this information in writing in order that you may refer to it from time to time throughout the adoption process. This document contains important information concerning the adoption process. To assure your receipt and understanding of this information, you will be provided with an acknowledgment to execute upon review.

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 document is to set forth several, but not all, of the significant risks associated with entering into an adoption plan. You, as potential adoptive parents, are urged to review this document, and all documents we ask you to sign, very carefully. We must emphasize that the adoption process is completely voluntary. You should not feel pressured, nor are you obligated or required to continue the adoption plan at any time up until the Court finalization of your adoption.

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 re-evaluate your participation in this proposed adoption placement. You also understand and acknowledge that not all information will be known to us or ascertainable by us, and that 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.





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## MEDICAL 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, appearance or inherited characteristics.

Information provided by or through us may be incorrect because any social, medical or family history has been provided by birth parents or sources beyond our control. We ask each birth mother and, when possible, each birth father to complete a Social and Medical History Form, which will be given to you (with identifying information removed). We will also make our best efforts to obtain hospital records, pre-natal records and/or a hospital discharge summary for the child and/or birth parents.

You understand and acknowledge that the medical and social information given to us by the birth parents or by hospitals or doctors and passed on to you may be incomplete or erroneous. It is possible that the birth parents have intentionally given incorrect information. You should consult with a pediatrician, OB-GYN or appropriate medical specialist to review such information or to provide you with an opinion regarding this information, or absence of such information, before accepting physical placement of any child.

We do not assume any duty to independently verify the information given to us by birth parents or other sources nor will we make an independent investigation into the birth parents background and health or social situation other than through interviews and conversations. You agree not to expect or rely upon us to verify or investigate the truth of information provided to us by the birth parent or third parties at the time of placement or in the future.

## ADOPTION RISKS

### Legal Risks

At any time prior to the execution of the final consents for adoption and expiration of any applicable revocation period, the birth parents can change their minds and elect to parent the child themselves. The birth parents can leave town or otherwise disappear prior to the birth or placement of the child, or choose other adoptive parents.

In cases involving the placement of a child, the placement will take place prior to a court termination of the biological parent's parental rights. Florida Law defines this as an At Risk Placement, and the child may be removed from your home as provided by law until the appropriate surrender or consent to adoption becomes legally irrevocable and a court terminates the parental rights.





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As explained in the Adoption Disclosure previously provided to you, in some instances a rescission period may apply. In such a case, you take the child understanding the possibility that the birth parent may revoke his or her consent to adoption within the time legally allowed, and that the birth parent's rights to the child may supersede your legal rights, even if the child has lived in your home for a lengthy period of time. You may be required to return the child to a birth parent, or to the Adoption Entity. If a birth parent lawfully demands return of the child, you agree to return the child to a place identified by us on a date and time requested by us. If you fail to comply with our request for return, you agree to pay us for our time and legal fees to enforce any court orders for return of the child to us or to the birth parent.

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 owing to us, birth parents' legal fees, travel costs, court approved living expenses paid on behalf of your birth mother, social worker and counseling expenses, and payments made for hospital/medical and birth related expenses. The birth parents will not be obligated to go through with the adoption just because you have paid birth-related expenses to the birth mother or on her behalf. You may sue the birth parents to recover the birth-related payments made on their behalf, however, birth parents traditionally lack assets needed to pay a legal judgment against them. You understand and agree that we will not pursue the birth parent or otherwise harass the birth parent to complete an unwanted adoption plan or repay any of the funds you may have paid to, or on behalf of, the birth parent. However, we will contact the birth parents in an attempt to negotiate a repayment agreement and will fully cooperate with any attorney retained by you to proceed with legal action against the birth parents.

Florida Adoption Law provides that your adoption may not be attacked or set aside for any reason one year after the date your final judgment of adoption is entered by the Court.

### **Birth Fathers**

Determining the rights a birth father may or may not have is very complex. A biological father who is married to the birth mother has the same rights as the birth mother. His consent to the adoption (or court-ordered termination of their parental rights) is required. The practical effect of the law on a father's consent is that each man identified by the birth mother must be noticed of the adoption and in some instances a consent for adoption or an affidavit of non-paternity must be obtained in accordance with the law. In certain circumstances, the law may require the consent of a man who is not the biological father. We will review with you the specific circumstances of the birth father in your adoption. To assure that the birth mother has identified the true biological father of your adoptive child, DNA testing is available provided the birth mother and birth father cooperate with such testing. We cannot assure that the biological parents will cooperate with such testing.





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It is possible that a birth father will refuse to consent to the adoption or he may even take legal action to disrupt the adoption plan. If this occurs, it is possible that the child may have to be removed from your home and returned to a birth parent or to us. Additionally, a successful challenge to your adoption from a birth parent, will obligate you to pay the birth parent's attorney's fees and costs.

### **Interstate Compact for the Placement of Children**

If you and the birth parents are in different states, then you will need to comply with the Interstate Compact for the Placement of Children (ICPC). This law, effective in every state, says that you will not be permitted to bring the child to your home state until you get approval from the Compact Administrators in both states. In order to obtain ICPC approval to travel outside the state of the child's birth with the child, you must have a completed home study and obtain the other legal documents required by both states. Specific requirements for approval, and the length of time to review vary from state to state.

It is illegal to return to your home state with the child before the Compact Administrators in both the "sending state" (state of baby's birth) and "receiving state" (your home state) approve the placement. You should be prepared to stay in the sending state waiting for ICPC approval for 7-10 business days following the date your child is discharged from the hospital, but the period may be more or less, depending on the details of your case. Failure to comply with ICPC requirements may jeopardize your adoption.

### **Indian Child Welfare Act**

Any time you are planning to adopt a child who is eligible for membership in an Indian tribe, you must comply with the Indian Child Welfare Act (ICWA). ICWA is a Federal law that must be complied with, regardless of state law, when Indian heritage children are adopted. Each tribe has its own criteria for membership, so even if a birth parent is not an official member, the tribe may decide they are eligible for membership. Even if birth parents do not want the tribe to be involved, ICWA requires notification to the tribe and gives the tribe the right to intervene in the adoption if compliance is not made.

We cannot guarantee that ICWA does or does not apply in a particular case. We will ask the birth parents if they have any Indian or Native American ancestry. We will rely upon the statements of the birth parents, and assume no duty to verify or investigate the truth of the birth parents' statements regarding Indian heritage. If the parents do have Indian ancestry, then we will need to notify the Bureau of Indian Affairs and/or a specific tribe to see what action they intend to take. The tribe can seek to intervene if the child is eligible for membership, and demand to have the child placed in the home of another member of the tribe. You may be required by law to give up the child to a representative of the tribe or to person or persons identified by state or tribal court.





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The tribe may decide not to intervene, so the adoption can proceed as planned. If ICWA applies, even if the tribe does not oppose adoption by you, the adoption will be more complicated and require additional paperwork. We may charge you an extra fee if we find that the child has Native American blood and ICWA applies.

## Confidentiality

We understand that confidentiality is often important to you and to birth parents, and we will not intentionally exchange identifying information about you to the birth parents and about the birth parents unless you and the birth parents agree otherwise. In working with you, however, it is often necessary to coordinate with physicians, social workers, court officials and others. During this process, information about you will be shared on a “need to know” basis. We will not release identifying information about you to the birth parents without your written permission.

You understand that during the course of the adoption, your identity and that of the birth parents may become known to numerous persons and institutions, including but not limited to medical providers, hospital, courts, and social workers. We cannot control the actions of these persons and institutions. Please also be advised that, in some instances, subsequent to adoptive placement, the birth parents may request a meeting with you or identifying information about you even if you prefer confidentiality and/or anonymity. We encourage cooperation between you and the birth parents, and encourage you to reach an agreement with the birth parents about what information is exchanged.

Information about you may be obtained by a birth parent through accidental disclosure by us, or through many other sources such as motor vehicle registration, Telephone Caller ID, Internet resources and birth parent advocacy groups. You also understand that there are legal methods of tracing a child placed for adoption through adoption registries, vital statistics records, school and medical records, and the work of confidential intermediaries. Furthermore, when your adoptive child becomes an adult, it is likely that your child will have access to the identities of the birth parents. For all of these reasons, we cannot and do not guarantee life-long confidentiality.

Your desire to continue forward with Hausmann & Hickman, P.A., confirmed by your signature on the attached Receipt and Acknowledgment of Statement of Risks in Adoption, indicates you acknowledge and understand all the risks of adoption as set forth in this document. As prospective Adoptive Parents, you wish to pursue an adoption plan and continue to seek an adoptive placement, knowing and assuming all the medical, legal and other risks of adoption and pre-adoptive placements set forth in this document.

Your signature herein releases Hausmann & Hickman, P.A., 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 liability.





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## ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF RISKS IN ADOPTIONS & WAIVER OF LIABILITY

We, \_\_\_\_\_ and \_\_\_\_\_, desiring to proceed with a private adoption placement with Hausmann & Hickman, P.A., hereby acknowledge receipt and review of the Statement of Risks in Adoptions and Waiver of Liability previously provided. Execution of this Receipt acknowledges acceptance of those risks as outlined.

Dated \_\_\_\_\_

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Signed \_\_\_\_\_

HAUSMANN & HICKMAN, P.A.

