



STATEMENT OF RISKS AND WAIVER OF LIABILITY

INTRODUCTION

As Prospective Adoptive Parents (PAPs), you are about to embark on an exciting journey. The Adoption process can be a very emotional experience and it is sometimes difficult to remember all of the information provided to you concerning your adoption. Therefore, AAC has compiled some of the critical information regarding the risks associated with international adoption into one concise format. The purpose of this statement is to set forth several, but not all, of the significant risks associated with entering into the adoption process.

Due to the high importance of this information in this document, we recommend you make a copy of this document before you submit your signed copy to AAC, so that you may refer back to it throughout the adoption process.

GENERAL

PAPs understand and acknowledge that there are risks involved with adoption. AAC will diligently pursue the successful completion of an adoption. However, AAC does not make any guarantees, representations, or warranties concerning any aspect of the adoption process. PAPs understand that completing an application and/or enrolling in our adoption program does not guarantee the placement of a child with them, nor does it assure a successful outcome.

We want to emphasize that entering into the adoption process is completely voluntary. At no time should PAPs feel pressured to enter the process or accept a referral. Nor are you obligated to continue an adoption plan at any time up to the finalization of the adoption.

FEES AND COSTS

The total amount of fees paid throughout the adoption process will vary depending on the country from which PAPs wish to adopt. The nature of international adoption makes it impossible to predict the exact amount of expenses each adoption process will incur. AAC has provided PAPs an outline of expected fees as well as a schedule of when they are due (see "Understanding of Fees" included in the Formal Application packet) but the PAPs must understand that this is just an estimate.

Each country, government entity or other agency involved with said adoption may change their fees, requirements or policies at any time during the process. AAC is not responsible for any of these changes. Should fees change, written notice will be given to PAPs. In some cases, unforeseen expenses

may occur. In these cases, AAC will give PAPs written and/or verbal notice of any change, addition or deletion of a fee when we are made aware of the situation. PAPs are responsible for any fee changes.

Any Fee paid to AAC and to the foreign country are non-refundable, except as outlined in AAC's Refund Policy (provided in the Formal Application Packet), as fees paid are for services rendered.

RISK ASSOCIATED WITH THE REFERRAL OF A CHILD

Securing of a Referral

In International adoption, a referral of a child to a specific family is determined by either the foreign government, a foreign agency, or by AAC. While AAC will work diligently with the foreign entities involved in every attempt to honor prospective adoptive parent's requests for specific characteristics in a child (such as age, gender, and health), PAPs understand that this may not be possible. PAPs accept the risk that AAC may not be able to secure a referral of a child with the characteristics they desire from the country from which they wish to adopt.

Information Available in a Referral

The amount of information available to us regarding a child varies from case to case. The information AAC receives from entities in other countries is fully disclosed to PAPs. On occasion, new information may be received after the PAPs have accepted a referral but prior to the completion of the adoption which could possibly cause the PAPs to reevaluate their participation in the proposed adoption placement.

Medical, Developmental and Emotional Risks

All PAPs entering into a foreign adoption understand and assume medical risks. AAC cannot predict an adoptive child's mental or physical health and/or development, medical problems, emotional and/or personality characteristics, learning disabilities, intellectual ability, hyperactivity, attention deficits, attachment and/or bonding issues, appearance, inherited characteristics or any other factors pertinent to the development of a child.

While AAC passes along any and all information that is provided to us by birth parents, foreign agencies, foreign medical staff, orphanage staff, foster parents, etc., we cannot guarantee the completeness or accuracy of the information. Information may be incomplete or erroneous due to a number of reasons, including but not limited to the structure of the social and medical system in the foreign country. It is even possible that some sources of information may intentionally give incorrect information or fail to give important information to us.

AAC does not assume any duty to independently verify the information given to us by referral sources, nor will AAC make an independent investigation into the child's background and health or social situation. PAPs agree not to expect or rely upon AAC 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. Please note, this provision is not intended to diminish the agency's responsibility to perform due diligence in obtaining information.

When reviewing a referral, PAPs are expected to consult with a medical expert, such as a pediatrician or a physician at an International Adoption Clinic. The physician should review all information provided to you and discuss with you the risks associated with adopting the particular child based on the information available and absence or possible inaccuracy of pertinent information. PAPs should also review all information updates with a medical expert. AAC does not and will not offer any medical advice, as the agency is unqualified to provide such services.

PAPs acknowledge that the information provided in a referral may be incomplete or erroneous. It is possible that the information, both known and unknown, may create risks and have an effect on the future physical and mental health as well as social and or emotional development of the adoptive child. The PAPs understand and accept the risks associated with that factor. Furthermore, PAPs accept the risk that a child referred to them may have an undiagnosed or misdiagnosed medical condition and/or developmental, emotional or physical problems which may be temporary or permanent. Such problems may not be apparent until after the child is placed in the Adoptive Parent's home.

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

Loss of a Referral

PAPs understand that in some cases a referral may be withdrawn prior to placement due to any of several reasons which are beyond the control of AAC. This includes but is not limited to the following examples: There may be a decline in the health of a child and they become too ill for placement; The child may pass away prior to placement; The child may not be available within the time frame the PAPs desire or within the foreign country's time limitations; It may be determined that the child is not legally free for adoption.

In most cases, the child referred to and accepted by the PAPs is placed with them. However, PAPs understand that these events are not under the control of AAC, and assume such risks.

LEGAL RISK

In any adoption there may be legal risks. Some, but not all of the possible risks are outlined below:

- At any time prior to the execution of the final consents, the biological parents or extended birth family may elect to parent the child.
- The agency, central authority, or the court in the foreign country may not approve the PAPs adoption.
- US or foreign politics may change and could interfere with the completion of the adoption process.
- If Adoptive Parents must finalize or confirm the foreign adoption in a US court, the court in the Adoptive Parent's state may not approve the adoption or may have additional requirements that the Adoptive Parents must meet beyond those of the foreign court or government entity.

RISKS RELATED TO ESTIMATED TIME FRAMES AND CHANGES IN PAPERWORK AND PROCESS

Time Frames

International adoption is unpredictable in many ways, including the time frame in which the adoption will be completed. There can be no assurances or guarantees that an adoption will proceed in any specific length of time. Any number of situations could arise that could cause a delay in the adoption process. For example, the time in which it takes for AAC to obtain a referral for PAPs may vary greatly. It is also impossible to predict how many referrals PAPs will review before accepting a child to adopt.

International adoptions are contingent on the cooperation of the foreign countries. The adoption process may be delayed by foreign entities for reasons either explained or unknown. For example, it is possible for an adoption to be delayed by a backlog of cases. A backlog can be created by an abundance of cases to be processed, quotas enforced by the foreign government, or a change in foreign adoption laws and procedures.

Changes in adoption laws may also create a moratorium (ceasing) of adoptions from that country. Moratoriums can also be declared by either the United States or the foreign country if it was discovered that fraudulent activities were occurring that would require the cessation of adoptions to ensure the safety and well-being of children.

PAPs understand that any estimates of time frames are simply that, estimates. They acknowledge and accept the risks associated with delays in the adoption process.

Changes in Paperwork and Process

The paperwork requirements for US governmental and foreign countries' adoption processing are continually undergoing changes. These changes may result in delays in the adoption process. PAPs understand that they may be asked to redo adoption paperwork or complete new paperwork. PAPs understand this risk and hereby acknowledge their willingness to complete such tasks.

TRAVEL

Travel to and from foreign countries can be uncertain. AAC can only estimate (based on previous experience) expected travel dates, length of stay in a foreign country, and the costs and expenses incurred while there. The PAPs acknowledge they may be given a specific date of travel, but that this date may change unexpectedly. Furthermore, once Adopting Parents arrive in a foreign country, unforeseen events may occur and cause a delay in their return home. Adopting Parents acknowledge that AAC is not liable or otherwise obligated for any expenses Adopting Parents incur while traveling to a foreign country. Adopting Parents assume all risks and expenses of travel and release AAC from any liability.

CONTROL OVER OTHER ENTITIES

There are many governmental and non-governmental agencies involved in the international adoption process. These entities include but are not limited to the following: United States Citizenship and Immigration Services (USCIS), National Benefits Center (NBC), U.S. Consulate office located in the foreign country, central authorities in the child's country of origin (such as China Center for Children's Welfare and Adoption or the Korean Ministry of Health and Welfare), and the Korean Family court. PAPs recognize that AAC cannot guarantee that a U.S. or foreign government entity, court, etc. will approve or validate the request of any particular family or individual to adopt a child. Nor can we guarantee that a foreign government will approve a specific child will be approved for emigration from their country of origin. Additionally, AAC cannot guarantee that USCIS will find that a specific child meets the definition of orphan, or that the U.S. Consulate will approve the application for a U.S. visa for the child. Final authority for approval of the child's adoption and subsequent emigration and immigration is at the discretion of the government and national authorities in the country of the child's birth and of the United States government. The PAPs understand that AAC has no control over any of these entities or any other entity involved in the international adoption process. The PAPs acknowledge that AAC cannot be held responsible or liable for any actions by any of these entities.

DISRUPTION AND DISSOLUTION

PAPs understand and acknowledge that there are some cases in which PAPs may decide to discontinue an adoption before the finalization of the child's adoption is complete. This is referred to as a disruption of an adoption. Also, in some cases, PAPs may decide to terminate their parental rights after they have finalized the adoption of a child. This is referred to as a dissolution of an adoption. A disruption or dissolution could occur for many different reasons. Disruptions and dissolutions almost always result in emotional turmoil and financial loss to the PAPs. The PAPs understand and acknowledge this risk.

Please note, a full explanation of AAC's policies and procedures regarding disruptions and dissolutions including an explanation of both AAC and the PAPs rights and responsibilities has been provided to the PAPs in Section H of AAC's Policies and Procedures and is incorporated herein by this reference.

WAIVER OF CLAIMS AND RELEASE OF LIABILITY

The PAPs acknowledge and understand all of the risks of adoption as set forth in this document. PAPs wish to pursue an adoption plan and to seek an adoptive placement knowing and assuming said risks. PAPs hereby waive any and all claims, which PAPs may have now or have in the future against AAC and its directors, officers, employees and agents. PAPs agree to hold harmless AAC and its above described directors, officers and employees against any claims known or unknown, now existing or which may exist in the future, which may arise out of the adoption service policy or the receipt of services from, or adoption through AAC. PAPs hereby release AAC and its directors, employees and agents from all liability and all responsibility regarding the risks assumed by PAPs as explained above, including the risk of an unsuccessful outcome of the adoption proceedings, all legal risks, all medical and social risks, and

all risks of informational inaccuracies. PAPs hereby release AAC and its directors, officers, employees and agents from any claim or claims arising out of the actions, inaction, error or omissions committed by other organizations or entities involved in the Prospective Adoptive Parent's adoption process.

By signing below, I/we confirm that I/we have thoroughly read the Statement of Risks and Waiver of Liability. Furthermore, I/we verify that I/we understand acknowledge and accept the risks discussed herein.

Prospective Adoptive Parent printed name

Prospective Adoptive Parent Signature and date

Prospective Adoptive Parent printed name

Prospective Adoptive Parent Signature and date