Release and Waiver of Liability for 2D/3D/4D Ultrasound

West Georgia Health offers elective 2D/3D/4D prenatal ultrasound for an entertainment keepsake and to provide a positive bonding experience for mother, family members, and friends with the unborn child. This entertainment ultrasound session will not provide any assumptions, diagnosis, or medical input of any kind and is not intended to take the place of a diagnostic ultrasound or any other medical procedure(s) recommended by your physician or health care provider. I acknowledge the following:

1. I, _____ (initials) am under the care of a physician or health care provider for the medical diagnosis, input, and recommendations relating to my pregnancy.
2. I, _____ (initials) certify I am obtaining this 2D/3D/4D ultrasound for entertainment only and I am not obtaining this ultrasound as a replacement for, or in lieu of, standard medical care.
3. I, _____ (initials) have undergone a medical diagnostic ultrasound prescribed by my health care provider in regards to this pregnancy. My health care provider ultimately will confirm my due date, screen for fetal abnormalities, and/or any abnormalities related to my pregnancy.

As a condition of receiving an entertainment ultrasound from West Georgia Health, I, ________________________________ (printed name) hereby acknowledge, understand, and agree to the following statements:

• This ultrasound is an elective, non-medical procedure that I have voluntarily requested.
• The technician performing the ultrasound is not a doctor or nurse and cannot interpret diagnostic medical conditions, or otherwise offer medical conclusions regarding the images. I understand that the obtained images will not be reviewed by a radiologist or physician. I agree that I have no right of recourse against West Georgia Health or my physician for any medical malpractice, professional negligence or medically related claims arising out of the use of this keepsake service.
• The ultrasound session(s) is intended for entertainment purposes only to view fetal movements. The technician will make no attempt to provide a medically inclusive ultrasound or confirm fetal well-being.
• I understand that I am responsible for contacting my health care provider if any questions arise concerning any issues relating to this ultrasound session or any aspect of my pregnancy.
• I give West Georgia Health permission to post and/or use any media in the form of still images or moving images for advertising purposes. I understand no names will be posted or released in association with these images or videos.

• I realize and understand the quality of my ultrasound images depends upon many factors including body habitus, developmental stage, fetal position, and adequate fluid. I understand West Georgia Health does not guarantee the quality of the images or the ability to visualize any characteristics of the fetus such as gender and all images are not stored by West Georgia Health. I further understand that factors beyond West Georgia Health’s control may also affect the ability to accurately determine the gender of the fetus, and that there is no warranty or guarantee as to the accuracy of any such determination. I further understand that while ultrasound is believed to have no harmful or adverse effects on the mother or the fetus, further research or other information may disclose harmful or adverse effects that are presently unknown.

• In consideration of the services rendered, I agree to release and hold harmless West Georgia Health and its agents and employees (all referred to as the “released parties”), from any and all claims or causes of action for injury, harm, loss, damage, or other liability, whether caused by the negligence of the released parties or otherwise that result from or are alleged to have resulted from, this ultrasound. In addition, I agree to release and hold harmless the released parties from any and all claims or causes of action for injury, harm, loss, damage, or other liability which results from, or are alleged to result from, the failure of the released parties to accurately determine fetal gender or any other characteristics of the fetus. I will indemnify West Georgia Health with respect to any complaint and will agree to arbitration in the state of Georgia if any disagreements occur.

I have carefully read and understand this release and waiver of liability and hereby acknowledge I fully understand and agree to its contents.

__________________________________               ____________________________
Customer Signature                                      Date

___________________________________               _______________________________
Guardian, if customer is a minor                    Witness of signature (WGH staff)

______________________________________               _________________________
OB Physician/Clinic                                       Physician/Clinic Phone Number