

STATEMENT OF UNDERSTANDING AND RISKS FOR CHINA ADOPTIONS

Families Thru International Adoption, Inc. (hereinafter referred to as “FTIA”) and (hereinafter referred to as “Adopting Parents”) enter into this Agreement, which supplements the Application and Adoption Services Agreement, with the intention of working toward an international adoption from China. By signing below, Adopting Parents acknowledge their understanding of the risks that are part of international adoption (both in general and unique to China) and agree to the following:

1. All adoption placements have certain risks. These risks include but are not limited to: 1) an undiagnosed/misdiagnosed medical/developmental condition, 2) China suspending or stopping international adoptions, and 3) going through the entire adoption procedure only to have the Chinese adoption official(s) not approve the adoption. The purpose of this document is to set forth several of the significant risks associated with entering into an adoption plan from China. There are others, but it is impossible to put in writing the risks of each individual adoption. 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. FTIA also emphasizes that the adoption process is completely voluntary. Adopting Parents should not feel pressured, obligated or required to continue the adoption plan at any time up to the finalization of the adoption in China.
2. We, the undersigned, hereby acknowledge that we are pursuing the adoption of a “healthy” child from China. We realize that the wait time from dossier submission to referral is currently over four years. We understand that FTIA cannot predict nor guarantee how long our wait time to referral will actually be and that our time frame could be longer or shorter.

We realize that should we consider the adoption of a “special needs” child from China, our referral time would be expedited; however, we will not make such a consideration without fully researching and understanding the special needs that we would be open to considering, including completing the FTIA workbook for “Parenting a Child with Special Needs.”

We also understand that FTIA does not guarantee the health of any child, and are relying solely on the medical information that is received from the central authority of China. We realize that any child that is designated as “healthy” or “special needs” could still later be found to have medical needs not previously identified.

3. FTIA cannot predict an adopted child’s mental or physical development, emotional and/or personality characteristics, health, medical issues, learning disabilities, intellectual ability, hyperactivity, attention deficits, appearance or inherited characteristics. Information provided to the Adopting Parents from the orphanage staff may be incorrect because any social, medical, or family history has been provided by contacts (e.g. orphanage staff, foreign adoption officials, doctors) who are beyond FTIA’s control. Adopting Parents understand and acknowledge that the medical/social/developmental/emotional information provided by adoption and/or orphanage representative(s) may be incomplete or erroneous. Adopting Parents should consult with a medical doctor prior to accepting a child’s referral from China. FTIA specifically recommends consulting with a doctor who is experienced with reviewing Chinese medical information for adoptions, and rely on the physician’s opinion before accepting the referral of any child. Adopting Parents understand that FTIA is unable to verify any of the medical or developmental information provided to the Adopting Parents because it comes from adoption officials beyond FTIA’s control.
4. A child(ren) will be identified for the Adopting Parents according to Chinese law/regulations. Under current adoption practices, Adopting Parents will receive referral information after having been matched with a prospective child by the CCAA in China. FTIA cannot guarantee the accuracy of any information provided to you by the Chinese adoption officials. In every country, including China, there is a chance of infectious diseases (i.e., AIDS, Hepatitis, etc.) and the possibility of false negative or false positive test results because of poor testing practices and/or other inaccurate

or omitted information. Adopting Parents agree to hold FTIA harmless and not pursue any legal action against FTIA for any undiagnosed or misdiagnosed medical/developmental/physiological/emotional condition of their adopted child(ren) whether the condition is discovered prior to completing the adoption in China or after returning to the United States with their adopted child(ren). Adopting Parents understand that FTIA recommends Adopting Parents to obtain an independent medical opinion as to the medical condition of the child they are to adopt and to base their decision on whether to accept the referral of any child on the independent medical opinion. If Adopting Parents choose not to obtain the independent medical opinion, Adopting Parents understand that it is a breach of FTIA policy and Adopting Parents will proceed with the adoption at their own risk just as if they had obtained an independent medical opinion and relied upon that medical opinion.

5. On Adopting Parents' trip to China, Adopting Parents will complete the China adoption process, obtain the child's Chinese passport and U.S. Visa. A medical exam is required by the U.S. government. This medical exam could disclose additional medical information about the child(ren) that was not previously provided to Adopting Parents nor FTIA.
6. When a referral is refused, FTIA requires Adopting Parents to obtain a written statement from the doctor to submit to the Chinese adoption officials.
7. If Adopting Parents refuse more than two referrals from China, FTIA may recommend Adopting Parents to consider another country. All FTIA agency fees will apply to another country, but no international fees, translation fees, or travel expenses will be refunded or applied to another country. While we think it will be a very rare case for Adopting Parents to refuse several children, we want Adopting Parents to understand these policies at the beginning of the adoption process.
8. The undersigned Adopting Parents understand that the CCAA and FTIA requires two post placement reports to be performed by a state-licensed home study agency and submitted to FTIA at 6 and 12 months post-placement. These post placement reports are to be performed by the agency and social worker who completed the Adoptive Parents original home study, if possible. By our signatures below, the undersigned Adopting Parents agree to complete the post placement reports as required by China and FTIA by the requested time, although this will present additional cost after the adoption. The undersigned Adopting Parents understand and agree that if China changes its current practice and requires additional post placement reports, pictures or actions the undersigned will provide the additional required post placement reports/requirements.
9. International adoptions are unpredictable. There can be no assurances or guarantees on the health of any child(ren) or of the successful completion of an adoption, and FTIA is not legally responsible to the Adopting Parents if for any reason the Adopting Parents do not complete the adoption after accepting a referral due to events, courts, or any other reason in China. For example, the possibility always exists that the adoption process could be delayed or discontinued by China. In addition, the adoption may be discontinued if the adoption is for any reason not approved by the local officials, adoption officials in China or other licensing or investigating body or bodies of China. In the event the adoption is not completed for any reason, the Adopting Parents understand that the international fees and other expenses (e.g. travel, visas, etc.) already paid by the Adopting Parents whether or not these fees are paid through FTIA, are not refundable. FTIA's refund policy for FTIA agency fees is explained in the Application and Adoption Service Agreement signed by the Adopting Parents.
10. Though unlikely, Adopting Parents understand that it is possible that a birth parent/family member can reclaim their child until the China adoption process is complete.
11. FTIA is not legally accountable to the Adopting Parents for the action (or inaction) of any third party, such as any overseas agency, lawyer or representative, or any official of any overseas court, government body or any other organization or individual beyond the control of FTIA. Adopting Parents agree to hold FTIA harmless for the actions of any third party.

