

Non-Diagnostic Ultrasound Terms and Conditions including Waiver of Liability and Consent Form

Ultrasound imaging (sonography) uses high frequency sound waves to view inside the body and produce an image. There is no ionizing radiation exposure associated with ultrasound imaging. Ultrasound examinations are generally considered safe with no known adverse effects to mom or baby during pregnancy. The American Institute of Ultrasound in Medicine (AIUM) recommends that appropriately trained and credentialed medical professionals who have received specialized training in fetal imaging perform all fetal ultrasound examinations. All diagnostic medical scans performed at Krystal Klear Imaging ("KKI") are by credentialed sonographers, ensuring the safety of our patients.

I understand and agree to the following terms and conditions of ultrasound services by KKI:**1. KKI is a Non-Physician Provider**

- a. You understand and acknowledge that the sonographers of KKI are not medical physicians. KKI understands the importance of proper medical care for both mother and the fetus. Therefore, in order to provide our clients with high quality care, KKI requires that you do the following: (i) truthfully certify that you are currently under the care of a healthcare professional and if not, will seek medical attention as needed; (ii) certify that you are not obtaining this ultrasound as a replacement for, or in lieu of, standard prenatal medical care; and (iii) discuss with your current physician or health care provider regarding any questions or concerns prior to and after obtaining the elective ultrasound you receive from KKI.
- b. You will provide to KKI the name and contact information of your physician who is treating you during your pregnancy.
- c. As further condition to your receipt of the ultrasound services from KKI, you hereby acknowledge, understand, and agree to the following:
This ultrasound: (i) is an elective non-medical procedure that I have voluntarily requested and (ii) is not intended to take the place of a diagnostic ultrasound or any other test or treatment that has been or may be recommended by your physician or healthcare provider.
- d. The sonographer who performs the ultrasound, while licensed and qualified to perform such ultrasound services, is not a physician and cannot dictate or diagnose medical conditions, or otherwise offer medical advice regarding the images produced. You understand that although the sonographer is trained to recognize abnormalities, they are legally prohibited to diagnose or discuss ultrasound findings with you.
- e. In the event that our sonographer is suspicious of an abnormal finding, you acknowledge that KKI is not required to disclose such information to your physician or any third party. However, in the event that KKI elects to share such information accordingly, you hereby
give permission for KKI to disclose this information with your medical provider in accordance with KKI's Privacy Policy and HIPAA Privacy Notice.
- f. You will direct all medical questions to your healthcare provider as you understand that you are responsible for contacting your own healthcare provider if you have any questions concerning this elective ultrasound or any other aspect of your pregnancy.

2. Quality of Ultrasound

- a. You understand that this elective ultrasound is intended for the purpose of enhanced fetal views in utero. The KKI sonographer will make no attempt to guarantee a medically inclusive ultrasound or fetal well-being.
- b. You understand that the quality of the keepsake ultrasound audiovisual media, depends on many factors including but not limited to body tissue content, developmental stage, the amount of amniotic fluid and fetal position. You understand that KKI does not guarantee the quality of the audiovisual media or the ability to visualize any characteristics of the fetus.
- c. You understand that although a highly skilled sonographer can usually determine fetal gender accurately when the fetus is in a good position, factors beyond KKI's control may affect the ability to accurately determine the gender of the fetus. KKI can provide no guarantee or warranty as to the accuracy of any such determination of gender. You acknowledge that gender determination is only 100% accurate at time of birth.

3. Payment Terms

- a. Because of its elective, non-medical nature, this ultrasound does not require a doctor's order and is generally not covered by insurance.
- b. We are an approved CareCredit provider and it covers all services and products offered by KKI.
We proudly accept the CareCredit credit card to help you finance your healthcare needs. Now you can pay online with CareCredit to help pay at the time of care, when you get a post-care bill, or up to 30 days before your appointment, quickly and securely. Special financing options are available.*

Visit the [Krystal Klear Imaging CareCredit Payment Page](#) to pay with your CareCredit credit card. Don't have CareCredit? Apply here or learn more at our [Krystal Klear Imaging CareCredit webpage](#) today.

*Subject to credit approval. Minimum monthly payments required. Promotional financing options are available on purchases of \$200 or more. Standard Account Terms apply to purchases of less than \$200. Promotional financing options available through Pay My Provider may differ from options available in-office. See www.carecredit.com for details.

4. Ultrasound Session Guidelines

- a. You will notify KKI of any exposure or signs/symptoms of illness and understand your appointment may need to be rescheduled free of charge.
- b. No customers will be allowed within KKI's gate surrounding equipment and sonographer.

5. Privacy

- a. PII. KKI cares about the privacy of our customers. You understand that by using the ultrasound services you consent to the collection, use and disclosure of your personally identifiable information (such as name, email address, physical home address, phone number, payment information) as set forth in our Privacy Policy, and to have your personally identifiable information collected, used, transferred to and processed in the United States. We will only share your personal information with third parties, particularly your designated healthcare providers and radiologists, in connection with the ultrasound services. We care about the integrity and security of your personal information; however, you understand and agree that KKI cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk and as further described in our Privacy Policy. By signing these terms and conditions, you confirm and attest that you have read, understand, and agree to the KKI Privacy Policy.
- b. HIPAA. KKI complies with the requirements of the Health Insurance Portability and Accountability Act to the extent that they are applicable to KKI's use of your medical information (such as patient history) in connection with KKI's provision of the ultrasound services. By signing these terms and conditions, you confirm and attest that you have read, understand, and agree to KKI's HIPAA Privacy Notice.

6. Use of Ultrasound Images & KKI Marketing

- a. You understand that the publication, presentation, or distribution of any video taken during the ultrasound session not provided by KKI is strictly prohibited.
- b. You understand that all images and videos taken during your session can be used by KKI for promotional and educational purposes without further authorization or consent from you or payment to you.
- c. You agree to receive email, SMS from KKI as well as surveys, promotional offers, and marketing.
- d. You will accept receipt of images and videos of your ultrasound session via your email and mobile phone device and will allow KKI to use your email address and phone number to provide them in accordance with KKI's Privacy Policy.
- e. You hereby give permission for your written feedback/testimonial to be used for marketing by KKI.

7. Third Party Partnerships

- a. To better serve our customers, we partner with other service providers such as CareCredit and SneakPeek. This does not imply that we are endorsing all content on the third party's website and we are not responsible for whatever happens when clicking on external links and leaving our website.
- b. You agree to refer to the respective terms and conditions and privacy policies of these external sites when redirecting to their websites.

8. Disclaimer of Warranties

THE ULTRASOUND SERVICES ARE USED AT YOUR OWN RISK AND ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

NEITHER KKI NOR ANY PERSON ASSOCIATED WITH US MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY OF SERVICES, CONDITION OF THE FETUS, OR THAT ANY SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

9. Assumption of Risk

- a. *Regarding Ultrasound.* YOU FURTHER UNDERSTAND AND ACCEPT THE RISK THAT, WHILE ULTRASOUND IS BELIEVED TO HAVE NO HARMFUL EFFECT ON THE MOTHER OR THE FETUS, FUTURE RESEARCH OR OTHER INFORMATION MAY DISCLOSE HARMFUL OR ADVERSE EFFECTS THAT ARE PRESENTLY UNKNOWN. IN CONSIDERATION OF THE ULTRASOUND SERVICES RENDERED, YOU AGREE TO RELEASE KKI, ITS AGENTS, AFFILIATES, MEMBERS, MANAGERS, AND EMPLOYEES FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION FOR INJURY, HARM, DAMAGE OR OTHER LIABILITY WHICH RESULTS FROM OR ARE ALLEGED TO HAVE RESULTED FROM, THIS ULTRASOUND, INCLUDING BUT NOT LIMITED TO THE FAILURE OF A KKI ULTRASOUND TO ACCURATELY DETERMINE: (I) CONGENITAL MALFORMATIONS (II) MEDICAL CONDITIONS OF BABY OR MOTHERS ANATOMY (III) ANY OTHER CHARACTERISTICS OR ANOMALIES OF THE ORGANS OR FETUS (IV) ANY DAMAGES OR INJURIES RESULTING FROM ULTRASOUND WHICH ARE NOT NOW KNOWN TO OCCUR.
- b. *Regarding Services at Our Office or Other Medical Office.* KKI IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL SONOGRAM SESSIONS AT OUR OFFICE OR ANY MEDICAL OFFICE. KKI EXPRESSLY DISCLAIMS ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, SUITS, CLAIMS, AND/OR CONTROVERSIES THAT HAVE ARISEN OR MAY ARISE, WHETHER KNOWN OR UNKNOWN, FROM THE ABOVE, INCLUDING ANY PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE ACTUALLY OR ALLEGEDLY CAUSED BY ANY SONOGRAPHY SERVICES AT OUR OFFICE OR ANY MEDICAL OFFICE. ACCORDINGLY, ANY SONOGRAM SESSIONS AT OUR OFFICE OR ANY THIRD-PARTY MEDICAL OFFICE WILL BE ACCEPTED AT YOUR OWN RISK.
- c. *Regarding External Venue.* KKI MAY OFFER ULTRASOUND SERVICES AT EXTERNAL EVENTS AT VARIOUS VENUES, SUCH AS POP-UP EVENTS. YOU UNDERSTAND AND ACKNOWLEDGE AND HEREBY RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS KKI FROM AND AGAINST ANY AND ALL LOSSES OR DAMAGES INCURRED BY YOU OR ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY DEATH OR DISABILITY) OR PROPERTY OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE ULTRASOUND SERVICES AND PARTICIPATION IN CONNECTION WITH THE EVENT, INCLUDING ANY TRAVEL TO OR FROM THE EVENT.
- d. *Regarding Limitation of Liability.* EXCEPT TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY, THE MAXIMUM LIABILITY OF KKI FOR DIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE ULTRASOUND SERVICES, WHETHER SUCH LIABILITY ARISES FROM A CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, SHALL NOT UNDER ANY CIRCUMSTANCE EXCEED, IN THE AGGREGATE, THE AMOUNT OF THE FEE FOR ONE ULTRASOUND SERVICE SESSION WITH RESPECT TO WHICH THE CLAIM AROSE. KKI SHALL ALSO NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER ARISING OUT OF OR IN CONNECTION WITH THE ULTRASOUND SERVICES, ANY OCCURRENCE AT AN IN-HOME ULTRASOUND SERVICE SESSION, EVENT, OR OTHER SITE OR OTHERWISE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF KKI HAS BEEN ADVISED OF SUCH DAMAGES (OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE).

By signing a paper copy of these terms and conditions or by clicking the "I accept" button online with respect to these terms and conditions, I hereby authorize Krystal Klear Imaging LLC to perform a diagnostic medical ultrasound on my baby (for OB exams) and me in accordance with these terms and conditions pursuant to which Krystal Klear Imaging LLC expressly disclaims any and all liability regarding the ultrasound and your personal information.

Customer signature: _____ Date: _____

Customer signature: _____ Date: _____

Printed name: _____ DOB: _____

Healthcare Provider Name and Practice _____

Diagnostic Ultrasound Terms and Conditions including Waiver of Liability and Consent Form

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I understand and agree to the following terms and conditions of ultrasound services by KKI:

1. KKI is a Non-Physician Provider

- a. You understand and acknowledge that the sonographers of KKI are not medical physicians. KKI expresses the importance of proper medical care by licensed providers. Therefore, to provide high quality care, KKI requires that you do the following: (i) discuss with your current physician or health care provider regarding any questions or concerns prior to and after obtaining the diagnostic ultrasound exam. (ii) discuss ultrasound results with your provider.
- b. The sonographer who performs the ultrasound, while licensed and qualified to perform such ultrasound services, is not a physician and cannot dictate or diagnose medical conditions, or otherwise offer medical advice regarding the images produced. You understand that although the sonographer is trained to recognize abnormalities, they are legally prohibited to diagnose or discuss ultrasound findings with you.
- c. You hereby give permission for KKI to disclose your diagnostic ultrasound information with your medical provider and radiologists in accordance with KKI's Privacy Policy and HIPAA Privacy Notice.
- d. You will direct all medical questions to your healthcare provider as you understand that you are responsible for contacting your own healthcare provider if you have any questions concerning this ultrasound or any other aspect of your pregnancy.

2. Quality of Ultrasound

- a. You understand that this diagnostic ultrasound is intended for the purpose of evaluating normal vs. abnormal anatomy, assisting with diagnosing medical conditions and treatment options.
- b. You understand that the quality of OB ultrasounds depends on many factors including but not limited to body tissue content, developmental stage, the amount of amniotic fluid and fetal position. You understand that KKI does not guarantee the quality of the ultrasound due to uncontrollable factors that may limit visualization of characteristics of the fetus.
- c. You understand that the quality of any ultrasound depends on many factors including but not limited to body tissue content, severe obesity, intestinal gas, inadequate filling of bladder for transabdominal scans and position of internal organs. You understand that KKI does not guarantee the quality of the ultrasound due to uncontrollable factors that may limit visualization of characteristics of the organs.
- d. You understand that although a highly skilled sonographer can usually obtain high-quality diagnostic images, factors beyond KKI's control may affect the ability to accurately capture all routine images. During fetal scans, some anomalies and conditions can't be seen before birth even with a high-quality ultrasound exam. Ultrasounds can provide much information but cannot always provide a definite diagnosis of specific diseases. KKI can provide no guarantee or warranty to find all possible pathology.
- e. You acknowledge that ultrasound scan results alone may not be enough for a formal diagnosis of any condition. Your provider may request additional testing such as blood tests, other imaging modalities, biopsy, amniocentesis, chorionic villus sampling (CVS) or a number of other tests. If your healthcare provider is concerned with any results of your scan, they should provide recommendations for the next steps.

3. Payment Terms

- a. Due to the diagnostic nature of the ultrasound exam, most insurance companies require a doctor's order with certain billing codes and requirements in order to be covered by your plan. KKI does not accept insurance at this time but most insurance plans will reimburse certain out of pocket costs with proof of payment. Therefore, payment is required at the time of your exam. A detailed receipt may be provided to submit to insurance. For more information and requirements for reimbursement, consult your insurance provider with any questions prior to, or after obtaining your diagnostic scan.
- b. We are an approved CareCredit provider and it covers all services and products offered by KKI. We proudly accept the CareCredit credit card to help you finance your healthcare needs. Now you can pay online with CareCredit to help pay at the time of care, when you get a post-care bill, or up to 30 days before your appointment, quickly and securely. Special financing options are available.*

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- C. No refunds for completed diagnostic studies.

4. Ultrasound Session Guidelines

- C. You will notify KKI of any exposure or signs/symptoms of illness and understand your appointment may need to be rescheduled free of charge.
- d. No customers will be allowed within KKI's gate surrounding equipment and sonographer.

5. Privacy

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6. Use of Ultrasound Images & KKI Marketing

- f. You understand that the publication, presentation, or distribution of any video taken during the ultrasound session not provided by KKI is strictly prohibited.
- g. You understand that all images and videos taken during your session can be used by KKI for promotional and educational purposes without further authorization or consent from you or payment to you.
- h. You agree to receive email, SMS from KKI as well as surveys, promotional offers, and marketing.
- i. You will accept receipt of images and videos of your ultrasound session via your email and mobile phone device and will allow KKI to use your email address and phone number to provide them in accordance with KKI's Privacy Policy.
- j. You hereby give permission for your written feedback/testimonial to be used for marketing by KKI.

7. Third Party Partnerships

- C. To better serve our customers, we partner with other service providers such as CareCredit and SneakPeek. This does not imply that we are endorsing all content on the third party's website and we are not responsible for whatever happens when clicking on external links and leaving our website.
- d. You agree to refer to the respective terms and conditions and privacy policies of these external sites when redirecting to their websites.

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RENDERED, YOU AGREE TO RELEASE KKI, ITS AGENTS, AFFILIATES, MEMBERS, MANAGERS, AND EMPLOYEES FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION FOR INJURY, HARM, DAMAGE OR OTHER LIABILITY WHICH RESULTS FROM OR ARE ALLEGED TO HAVE RESULTED FROM, THIS ULTRASOUND, INCLUDING BUT NOT LIMITED TO THE FAILURE OF A KKI ULTRASOUND TO ACCURATELY DETERMINE: (I) CONGENITAL MALFORMATIONS (II) MEDICAL CONDITIONS OF BABY OR MOTHERS ANATOMY (III) ANY OTHER CHARACTERISTICS OR ANOMALIES OF THE ORGANS OR FETUS (IV) ANY DAMAGES OR INJURIES RESULTING FROM ULTRASOUND WHICH ARE NOT NOW KNOWN TO OCCUR.

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- f. *Regarding External Venue.* KKI MAY OFFER ULTRASOUND SERVICES AT EXTERNAL EVENTS AT VARIOUS VENUES, SUCH AS POP-UP EVENTS. YOU UNDERSTAND AND ACKNOWLEDGE AND HEREBY RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS KKI FROM AND AGAINST ANY AND ALL LOSSES OR DAMAGES INCURRED BY YOU OR ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY DEATH OR DISABILITY) OR PROPERTY OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE ULTRASOUND SERVICES AND PARTICIPATION IN CONNECTION WITH THE EVENT, INCLUDING ANY TRAVEL TO OR FROM THE EVENT.
- g. *Regarding Limitation of Liability.* EXCEPT TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY, THE MAXIMUM LIABILITY OF KKI FOR DIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE ULTRASOUND SERVICES, WHETHER SUCH LIABILITY ARISES FROM A CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, SHALL NOT UNDER ANY CIRCUMSTANCE EXCEED, IN THE AGGREGATE, THE AMOUNT OF THE FEE FOR ONE ULTRASOUND SERVICE SESSION WITH RESPECT TO WHICH THE CLAIM AROSE. KKI SHALL ALSO NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER ARISING OUT OF OR IN CONNECTION WITH THE ULTRASOUND SERVICES, ANY OCCURRENCE AT AN IN-HOME ULTRASOUND SERVICE SESSION, EVENT, OR OTHER SITE OR OTHERWISE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF KKI HAS BEEN ADVISED OF SUCH DAMAGES (OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE).

By signing a paper copy of these terms and conditions or by clicking the "I accept" button online with respect to these terms and conditions, I hereby authorize Krystal Klear Imaging LLC to perform a diagnostic medical ultrasound on my baby (for OB exams) and me in accordance with these terms and conditions pursuant to which Krystal Klear Imaging LLC expressly disclaims any and all liability regarding the ultrasound and your personal information.

Customer signature: _____ Date: _____

Customer signature: _____ Date: _____

Printed name: _____ DOB: _____

Healthcare Provider Name and Practice _____