Home Birth Informed Consent, Release, & Waiver of Liability

- I have been informed of the risks and benefits of home birth.
- I have reviewed with my midwife my risks specific to my health and current pregnancy condition, which can affect my birth outcome.
- I understand that as specific conditions outside of normal pregnancy may arise that I may be asked to sign further informed consents/refusals that apply to that specific condition and will be fully informed of those benefits and risks of that issue/condition.
- I have also reviewed my midwife's disclosure of her education, certification and licenses, experience and statistics.
- I have been provided with a list of the state requirements for my newborn after birth.
    - State registered birth certificate
    - Newborn metabolic screening
    - Newborn hearing screening
    - Critical congenital heart disease (CCHD) screening
    - Erythromycin ointment to the baby's eyes within two hours after birth

I am making the choice to have a homebirth with my midwife(s) after the full disclosure of the risks and benefits of home birth, knowing my midwife has my pregnancy and birth at best interest. I do herby acknowledge that it is our constitutional right to have our baby where, when, how and with whom we choose.

In doing so, I accept all legal, moral, financial and physical responsibility for the outcome of the birth of this child.

I hereby assume all risk of accidents, personal injury, death and property loss or damage sustained or incurred as a result of my choosing prenatal care, a homebirth and entering the property of Stephen and Heather Baker at 9332 Mustang Way Eagle Mountain, Utah 84005 (Property) (including, but not limited to, during my participation in any site tours), including those caused as a result of negligence on the part of the midwives and Property owners.

I further agree to release, discharge, waive, indemnify and hold harmless from and against all liabilities, actions, causes of actions, suits, damages, losses, judgments, claims and demands whatsoever, in law or in equity, including legal fees and disbursements, which I, any company or business entity that I represent, or my heirs, executors, administrators, legal representatives, successors, or assigns may now or hereafter have against any of the entities, for any personal injury, death or property damage.

I acknowledge that it is my sole responsibility to evaluate carefully the risks inherent in choosing homebirth and entering the above mentioned Property and that I have fully considered those risks, including, without limitation, dangers posed by willful or negligent conduct of myself and/or by others.

I shall bear full responsibility, including costs and expenses, to repair any damage to the Property as a result of my (including anyone that accompanies me) entry upon the Property.

I agree that if any portion of this document is held invalid, the remaining provisions shall be binding and continue in full force and effect.

I agree that I will follow all the instructions specified and I certify that I have read this Release and fully understand it and that I am not relying on any statements or representations made by the midwives or the property owners. The undersigned represents and warrants that he/she is at least 18 years of age, and voluntarily agrees to all of the terms of this Release.

Midwife Signature _____ Date _____

Name (please print) _____

Signature _____ **Date** _____

Name (please print) _____

Signature _____ **Date** _____

Witness Signature _____ Date _____