

PROCESS AND RISKS INVOLVED IN INTERNATIONAL ADOPTION

Carolina Hope's intentions are to inform our families as completely as possible of all aspects of the adoption process. We are not trying to discourage you from an international adoption by providing you this statement of risks; the great majority of Carolina Hope's adoptions are successful. However, we want you to understand the risks and the realities involved so that you can assess your ability to handle them. This discussion is to help you make an educated and informed decision that international adoption is the adoption plan you should pursue. We suggest that you also ask your home study provider for assistance. We also want to make sure you are fully aware that Carolina Hope does not have control over many aspects of the adoption process.

Carolina Hope's role is to promote overseas adoptions; we act as a referral source to international attorneys, facilitators, and/or agencies. None of the referral sources—attorneys, facilitators, and/or agencies—are agents, employees, or independent contractors of Carolina Hope. The Agency's overseas referral sources have been very successful in finding adoptable children for our couples and single parents.

The Agency's emphasis is to resolve complicated aspects of the adoption procedure, advocate for the children, and cooperate with our sources to effect a successful adoption for you. Carolina Hope also believes we need to work with families who fully understand and accept the process of international adoption and its uncertainties and who will, during the process, realize that they have accepted the risks as a possible part of the process.

Understanding and accepting the process and the risks involved in your adoption plan does not necessarily mean that you will not be successful in adopting; it means, hopefully, that your frustrations, disappointments, and sense of "being on an emotional roller coaster ride" as you wait for the placement of your child will be greatly reduced.

I. Background

Carolina Hope has extensive knowledge of and experience in international adoptions. The agency guides its clients through the initial paperwork-gathering phase, presents to its client the child (referral) identified by the foreign facilitator or government, guides the client through the acceptance of the child, and coordinates information about case progress (when such information is available) during the adoption process. We also give you extensive information about international adoption in general and your child's country of origin in particular, so that you will understand as well as possible the process of adoption and of traveling to receive your child.

Several core services are central to the adoption process. Some of these are carried out by Carolina Hope, and some are done by facilitators or lawyers in your child's country of origin. The core services are:

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- Identifying a child for adoption and arranging an adoption
 - Done by a foreign facilitator or a foreign government entity
- Securing the necessary consent to termination of parental rights and to adoption
 - Done by a foreign facilitator
- Performing a background study on a child
 - Done by a foreign government entity
- Performing a home study on a prospective adoptive parent(s) and reporting on such a study
 - Done by a home study agency in the United States
- Making non-judicial determinations of the best interests of a child and the appropriateness of an adoptive placement for the child
 - Done by Carolina Hope
- Monitoring a case after a child has been placed with prospective adoptive parent(s) until final adoption
 - Completed in the child's country of origin and followed up by the home study agency in the United States
- When necessary, because of a disruption before the final adoption, assuming custody and providing (including facilitating the provision of) child care or any other social service pending an alternative placement
 - Done by a foreign facilitator

II. Time Delays and Changes

Carolina Hope tries to provide you with a reasonable timeline in which your adoption should be completed. However, due to many circumstances beyond the Agency's control, you may encounter a number of difficulties and frustrations in the adoption process including but not limited to:

- Time delays at various stages of the process;
- Communication problems with the cooperating resource;
- Differences with the cooperating resource in expectations and cultural customs;
- Changing requirements (sometimes in midstream) from the United States or source country;
- Changes in documents or preparation of another set of documents;
- Change of travel arrangements with little notice;
- Failure to promptly receive information such as a photograph or medical report of a child;
- Incomplete medical information;
- Impossibility of determining the validity of the age of the child (especially older child);
- Failure to receive progress reports throughout the adoption process;
- Documents or pages of documents being lost or misplaced by overseas contacts;
- Additional or unexpected legal proceedings' becoming necessary at last minute.

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III. An Assignment May Fail

Occasionally a child may be assigned, and then we are notified that the particular child is not available after all. There can be different reasons for this; for example, the child's papers are not accepted by the court in the country of origin; the child's mother changes her mind before the legal work is completed; or a family member, previously unknown to the international attorney, cooperating agency, or facilitator, turns up and claims the child. We cannot always find out the exact reason for the problem, although we certainly try to. In the event that this occurs, another child will be assigned to you as soon as possible.

Please understand that we will communicate to you exactly what our overseas source relates to us relative to the assignment of a child; when we have to communicate that a child has been assigned to you, only to be informed later that the assignment has been reversed because of circumstances beyond Carolina Hope's control, it is frustrating for us, too.

For the adoption programs in which you select your child after you arrive in the country (such as in the Ukraine), there may be the very rare situation in which you do not find a child that meets your age and/or health expectations. The facilitator in the country will work with you and allow you to visit various orphanages until a child is found. If you leave the country without a child, then you may return to the country at no additional agency or facilitator fee to select a child for however long your paperwork is current in that country (usually for one year). However, because fees are for services rendered and are not for buying a child, the agency fee and facilitator fee cannot be refunded, except in certain situations as described in the REFUND POLICY.

IV. Medical Concerns

We suggest that you read books and Internet sources regarding common medical conditions, developmental delays, and other health and emotional problems—especially those associated with a child adopted internationally. Depending upon which country you are adopting from and the age of your child, we suggest that you read other adoption-related books, as well as a general book on the care of infants and children if you are a first-time parent.

Carolina Hope cannot provide you with a medical opinion relative to a particular child; the agency does not have any staff conversant in medical matters. You must review all medical reports with a physician who is familiar with international adoption. (Resources will be provided upon request.)

Most children are healthy upon placement. But even healthy children can have such problems as are usually associated with being in a poor country and not having the medical attention available here in the United States. These conditions can include the following:

1. intestinal parasites, diarrhea
2. salmonella
3. possible developmental delays due to lack of one-on-one stimulation
4. mild malnutrition
5. bronchial congestion
6. lactose intolerance
7. positive TB test due to BCG inoculation
8. skin rashes or scabies
9. mild rickets

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All medical reports received by Carolina Hope pertaining to your assigned child will be forwarded to you. We strongly suggest that you review any report with a physician who specializes in international adoptions. (In the Ukrainian program this is not practical, as you select your child while you are in the country; therefore, no video is available before you travel.) We urge you to have your child's pediatrician do comprehensive blood tests and stool cultures shortly after your child's arrival home.

V. Other Possible Uncertainties about an Assigned Child

- A. Pictures or videos may not clearly represent the child. Sometimes diaper padding is excessive and makes the child's stomach and buttocks protrude. The child's head may be elongated or flat in the back, due to lying in a crib for long periods of time. The hair may be thin, or the child may have bald spots. The child may have a receding hairline or missing eyelashes due to malnutrition.

You may notice a small dark area at the base of the child's spine or on the buttocks. This is not a bruise, but a characteristic of darker skinned people, called the "Mongolian spot."

You may have a reaction to your child's arrival that is different from what you anticipated:

1. You may experience a last minute "panic."
2. The child may be darker, lighter, larger, or smaller. (Photos can be misleading.)
3. Bonding may take longer than you expected.
4. Your daily routine may change more than you expected and difficult to adjust to.
5. You may initially feel emotionally "drained."

- B. There are conditions or circumstances that exist or that come into existence and that are outside of the Agency's control. Therefore, the Agency cannot accept responsibility, nor has the Agency any liability, for such situations or circumstances. The conditions and/or circumstances include but are not limited to the following:

1. Changes in policies of the foreign government that restrict, either temporally or permanently, this Agency's ability to place a child.
2. Documents of the prospective adoptive family and/or child are not approved in a foreign country by the authority that has the discretion to decide on the suitability of the adoptive parent and/or adoptive child, **or the particular authority either requires (without prior notice to Carolina Hope or our overseas source) additional documents, or the particular authority changes (without prior notice to Carolina Hope or our overseas source) the time frames involved as to placement, termination of rights, assignments, and/or the issuance of governmental documents, such as adoption decrees, visas, or passports.**
3. Further, applicants must be aware that costs may exceed anticipated amounts due to circumstances beyond the control of Carolina Hope, such as (but not limited to)

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changes in governmental policy or any unanticipated circumstances causing a delay or inability of the adoption to proceed. Such circumstances may result in an extension of stay or, in rare cases, an unexpected return to the country resulting in increased transportation and living expenses.

VI. Risk Involved in Travel

Travel to another country and staying in another country entails some inherent risks. Carolina Hope is not responsible for any accidents, injuries, illnesses, and/or deaths which occur while an adoptive couple or an adoptive parent is either traveling to and from the country or traveling in the country. Every effort is made to ensure your safety while in a foreign country, but accidents (in particular automobile accidents) can occur. We recommend to all families that they obtain travel insurance and have proper medical insurance in the event that an accident or illness were to occur. We also recommend obtaining proper vaccinations against diseases that may occur within the country of your destination. Check with your local health department for such recommendations.

Carolina Hope does not purport to be a travel agency or travel insurance provider in the USA or any foreign country. Carolina Hope may recommend convenient airlines or other entities that provide or arrange transportation, but Carolina Hope does not take part in the fee exchange of these companies or individuals and is not responsible for any acts of negligence made by them. Any suggestions made by Carolina Hope, its agents, employees, independent contractors, representatives, or foreign service providers or agents are made strictly without warranty of safety. You accept the risk related to any travel or transportation related to this Agreement. Any tour or travel arrangements in the foreign country are solely your responsibility.

You expressly waive any and all claims against Carolina Hope (including its employees, agents, foreign representatives, and independent contractors) as related to any travel, theft, transportation incident on any automobile, motorcycle, taxi, bus, airplane, bicycle, etc., act of terrorism, accident causing injury or death, Act of God, forces of nature, etc. while traveling to, within or from the Foreign Country as related to the adoption reference in this Agreement.

Carolina Hope cannot be responsible for the actions of our overseas cooperating source – facilitator, attorney or agency – relative to travel arrangements. Our overseas cooperating sources are not acting as Carolina Hope’s agents, employees, or independent contractors.

VII. Escorting a Child Home

Certain country programs such as Guatemala allow for your child to be escorted home. Sometimes an employee of Carolina Hope, a facilitator, or other person will bring your child home if this is what you choose. You will provide a Power of Attorney for this person so that he/she can escort your child home. The person bringing your child to the United States will provide the best service possible to your child. There are certain risks in traveling, and neither the escort nor Carolina Hope is responsible for any accidents, injuries, illnesses, and/or death, which your child may experience.

Special Note on Adoptions: Adoptive couples or adoptive parents seeking an adoption placement agree and understand that physical placement of a child with the adopting parent(s)

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cannot occur until both of the following have transpired: (1) The in-country court proceedings relative to your child have been finalized, including the issuance of the country's adoption decree; and (2) All monies due and payable as outlined under the Agency fee schedule (whether or not due to any overseas source) have been paid in full (and have been collected upon presentment for payment to the payer's bank). It is a violation of the Client's agreements with Carolina Hope for adopting parents to take physical custody of the child to be adopted prior to the issuance of an adoption decree and prior to the payment in full of all fees due under the Agency's fee schedule. (Payment does not mean receipt of a check by Carolina Hope from the adopting parent(s) but the actual collection of monies from the bank or similar financial institution on which the check is drawn).

Adoptive parent may not take custody of a child or children before that child or those children are legally theirs. Only the issuance of that country's adoption decree makes a child legally adopted.

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Please sign and return to Carolina Hope:

I have carefully read and discussed (or will discuss) with my social worker the list of possible risks in the process of international adoption, and I believe that I can handle any of these or other eventualities that may occur. (These risks will also be addressed in the home study.)

I am fully aware that there may be additional risks besides the risks herein described.

I understand and acknowledge that Carolina Hope will do all in its power to prevent or correct any problems, but realize that they cannot always solve them.

I understand that a certain number of risks are inherent in international adoption, including the ones outlined above: time delays and changes; failure of an assignment; inaccurate or incomplete medical, social, or developmental information received by Carolina Hope from facilitators and/or foreign placing entities or other persons or entities and given to the Client regarding any child; uncertainties about what the assigned child will be like, even after seeing pictures and viewing videos; risks involved in travel; and risks in having a child escorted home. Neither Carolina Hope nor any of its representatives can guarantee the process of the adoption or its final outcome.

Therefore, I hereby release and agree to hold harmless Carolina Hope Christian Adoption Agency, Inc., and its directors, officers, employees and agents, as to any and all claims, losses, costs, or damages, now or in the future, which may arise in any manner on account of any risks inherent in international travel and international adoption, including, but not limited to, any claims related to the cost of adoption, medical and/or developmental problems of a child, related costs, or an adoption or an adoption process that has been impeded, prevented, or disrupted, or pain and suffering, emotional or otherwise.

Termination of Agreement. This Agreement may be terminated at any time by written notice from the Client or Carolina Hope to the other. Carolina Hope will consider all Services Fees already paid by the Client as earned and paid in full at the time of the termination of this Agreement, but no further Service Fees will charged.

Upon termination of this Agreement, only the undisbursed and uncommitted portion of the International Deposit funds may be refunded. Funds that have been earned by, disbursed to, or committed for payment to the facilitator and/or foreign placing entity will not be refunded to the Client.

The Client's failure to comply with provisions of Client responsibilities may result in termination of the Agreement by Carolina Hope. It is vital that Carolina Hope protect the good will of its programs with facilitators, foreign governments, and foreign placing entities for the benefit of all Carolina Hope clients. Therefore, Carolina Hope will terminate this Agreement and discontinue working with any Client if Carolina Hope deems in its sole discretion that the actions of the Client threaten its professional relationships and the adoption program. Such actions include but are not limited to rude, offensive, and/or uncontrolled language and/or behavior with Carolina Hope staff and/or foreign affiliates.

Carolina Hope is also deeply committed to acting in the best interests of the adoptable children. If at any time during the adoption process Carolina Hope determines in its sole discretion that

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Clients are acting in a way that calls into question their ability to be safe and appropriate parents, Carolina Hope may in its sole discretion terminate the Agreement and discontinue working with the Client. Such actions include but are not limited to rude, offensive, and/or uncontrolled language and/or behavior with Carolina Hope staff and/or foreign affiliates.

I understand that this statement of “Risks Involved in an International Adoption” is a binding legal document that will be interpreted and enforced pursuant to the laws of the State of South Carolina, and that unresolved disputes between the adoptive individual/couple and Carolina Hope will be submitted to binding arbitration in the county of Greenville in the State of South Carolina.

I have read the above, and I both acknowledge and understand the risks as discussed above; nevertheless, it is my desire to go forward with the adoption process.

Signed:

(Signature) Prospective Adoptive Father

Date

(Signature) Prospective Adoptive Mother

Date

(Signature) Agency Representative

Date

Please initial each page of this statement of “Process and Risks Involved in an International Adoption” (if a married couple, both should initial), sign and date the last page, copy the document for your records, and send the original document to Carolina Hope Christian Adoption Agency. Thank you.

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