



CLIENT RELEASE AND WAIVER OF LIABILITY

This release and waiver of liability (the "Release") executed on date: _____

by _____ and their partner _____

(collectively "Client") releases Bianca Mercado, La Matriz Birth, and its agents (collectively "Midwife")

from financial liability that may result from Midwife providing services to Client.

Client agrees to the following:

Client gives consent to Midwife to provide midwifery care health services. In consideration for Midwife providing services, Client agrees to participate in the birth process and to be responsible for Client's own medical insurance coverage in event of personal injury or illness while participating in the Midwives Model of Care®.

Client releases and forever discharges and hold harmless Midwife her successors and assigns any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the activities as a participant in the midwives model of care, including claims arising out of negligence. Client understands and acknowledges that this release discharges Midwife from any liability or claim that client may have against midwife with respect to bodily injury, personal injury, illness, death, or property damage that may result from clients while receiving services from Midwife.

MIDWIFERY MODEL OF CARE®

Midwife follows the Midwives Model of Care®, which is a fundamentally different approach to pregnancy and childbirth compared to contemporary obstetrics. This care is uniquely nurturing, and hands-on care before, during, and after birth. Midwives are healthcare professionals specializing in pregnancy and childbirth who develop a trusting relationship with their clients, which results in confident, supported labor and birth.

_____ Client Mother Initials

_____ Client Partner Initials

_____ Midwife Initials

Bianca Mercado LM, CPM, LaMatrizBirth.com ltel 619-500-6552 fax 619-761-5825 |CONFIDENTIAL



The Midwives Model of Care© recognizes pregnancy and birth as normal life events. Our treatment is a proven model to reduce incidence of birth injury, trauma, and cesarean section. The Midwives Model of Care© includes:

- Monitoring the physical, psychological, and social well-being of the mother throughout the childbearing cycle;
- Providing the mother with individualized education, counseling, and prenatal care, continuous hands-on assistance during labor and delivery, and postpartum support;
- Minimizing technological interventions; and
- Identifying and referring women who require obstetrical attention.

PRIMARY MEDICAL INSURANCE COVERAGE

Client affirms that Client's primary medical insurance covers Client. Client understands that Client is responsible for Client's medical bills, should injury occur. Further, Client understands that Midwife does not assume any responsibility for, or obligation to provide client with insurance or financial assistance of any nature. In the event of Client's injury, illness, death or damage to her property, Client waives expressly any such claim for compensation or liability on the part of Midwife.

LABOR AND DELIVERY CARE

Midwife agrees to provide as much or as little labor support as the Client requests. This means paying regular attention, as necessary, to monitor Client and baby. Our optimal care depends on clear communication from the Client about the Client's needs. Should complications arise, Midwife and Client will discuss options, as necessary, for the safety of Client and baby. Midwife will arrive at the birth within a reasonable amount of time after Client requests Midwife's presence, and Midwife will stay an average of four hours after the birth to ensure Client and baby are stable. Midwife celebrates the presence of Client's other children, but Client must provide an additional caregiver so Client and Midwife can focus on the birth. In the case of transport to a hospital, Midwife will remain with Client through birth but will be legally limited to emotional and informational support.

MIDWIFE LICENSURE

The Licensed Midwifery Practice Act requires that a California Licensed Midwife inform women choosing midwifery care with specific details regarding Midwife's practice. This information is detailed in the **Licensed Midwife Disclosure Form**. The California Medical Board regulates the practice of midwifery and requires that Midwife have a license to practice midwifery in the State of

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California. Although licensure does not create nor ensure competent midwives, Midwife chooses to maintain licensure with the State of California.

MIDWIFE DOES NOT CARRY LIABILITY INSURANCE

The State of California requires Client to sign a release and waiver that informs Client that Midwife does not carry liability insurance. Client understands that the activities provided by Midwife, in which the client is involved in, may include activities that are inherently dangerous to the client including but not limited to home birthing. Client hereby expressly acknowledges and assumes the risk of injury or harm of Client from these activities and releases Midwife from all liability for injury, illness, death, or property damage resulting from these activities. Client acknowledges that Client knows that Midwife does not carry liability insurance.

FEES

The Financial Agreement read and signed by Client upon contract for care outlines the fees owed by Client for Midwife services. Client offers agreement to honor Financial Agreement in payments to Midwife in consideration of Midwife's agreement to continue care for Client. Thus, Midwife reserves the right to discontinue care at any time if Midwife does not receive payment as contracted.

CLIENT'S WITH INSURANCE

Client grants permission for Midwife to release Client's medical records to Client's insurance company for use in review of claims made to Client's insurance company and grant assignment of payment to us from your insurance company. Midwife agrees to refund an applicable overpayment within a reasonable timeframe. Notwithstanding emergencies, a reasonable timeframe to remit overpayment is two weeks.

INTERNATIONAL FAMILIES

Client agrees that Client is responsible for hospital bills that may result from a transfer from Midwife's care to hospital care. Client acknowledges that Midwife services do not cover hospital bills and that Client is liable should a transfer occur.

QUESTIONS AND COMPLAINTS

Should Client have any questions or complaints about the care provided by Midwife, Client agrees to try to facilitate resolution by direct contact and communication with Midwife. If Client feels it

____ Client Mother Initials
____ Client Partner Initials
____ Midwife Initials



necessary to file a formal complaint, Client may do so through the Medical Board of California by mail at 1430 Howe Avenue, Suite 100, Sacramento, CA 95825-3236 and by phone at 916-263-2389.

Client willfully enters into this Midwife/Client agreement as outlined in this 4 page Waiver. Client has initialed at the bottom of each page of Waiver to signal that Client understands and agrees with the information contained herein. Client acknowledges that Midwife provided Client with a copy of Waiver for Client's records. Client acknowledges that the California Medical Board's mandate for physician supervision of midwives, and with Client signatures below, Client expresses Client's understanding that no physician supervision is available to Midwife, and Client refuses a supervising physician for Client's care. Client consents for Midwife to provide any care to the Client and her child deemed necessary by Midwife.

By initialing the bottom of each page, and by signing below, parties acknowledge they have read Waiver. Client agrees to ask Midwife any questions Client may have concerning Waiver now and in the future. Client acknowledges receipt of a copy of Waiver, and Client has no further questions at this time. California law shall govern if any legal issue arises concerning the terms reached by signing Waiver.

_____	_____	_____
Birth Giver's Signature	Birth Giver's Name	DATE
_____	_____	_____
Partner's Signature	Partner's Name	DATE
_____	_____	_____
Midwife's Signature	Midwife's Name	DATE

_____ Client Mother Initials
_____ Client Partner Initials
_____ Midwife Initials