

Placenta Encapsulation Agreement

Client Name (Please Print): _____

Client Address: _____

Client Phone Number: _____

Hello, and congratulations on your new arrival! The following is our Placenta Encapsulation Agreement that sets out the terms, scope, and limits of the services I provide. I'm excited to be walking with you on this journey!

Some of the numerous reported benefits to placenta encapsulation include:

1. Alleviated postpartum bleeding
2. Enhanced uterine involution (uterus return to pre-pregnancy size)
3. Improved and accelerated healing and recovery
4. Reduced maternal postpartum pain
5. Prevention or treatment of anemia
6. Improved lactation
7. Facilitated bonding with newborn
8. Increased strength and vitality
9. Prevention and relief of headaches
10. Treatment and prevention of hypothyroidism
11. Replenishment and regulation of hormones
12. Improved quality of sleep
13. Increased libido

SCOPE OF SERVICE

After delivery, you will keep the placenta refrigerated, or frozen if it will be longer than 24 hours before the placenta transfer. You will then notify me by phone that it is ready for encapsulation. Depending on which package you choose, you may have a family/friend drop off the placenta or I can pick it up from your location within a limited time window. Once the placenta is in my hands, I will process it and return it to you, encapsulated.

PLACENTA PACKAGES

Basic Package: \$250.00

- Encapsulation of placenta with Gentle Steaming Method (TCM)
- Written dosing and care instructions

-Does not include the pick-up or drop-off of the placenta. Placenta must be dropped off and picked up by a friend or family member.

Premier Package: \$280.00

- Pick up placenta from your place of birth.
- Encapsulation with your chosen method of Traditional or Raw method
- A placenta tincture to be utilized by the client in later months.
- Umbilical Cord Keepsake

-Delivery back to you along with all written dosing and care instructions

ASSUMPTION OF RISK

I _____ (hereafter "Client") hereby acknowledge and agree that I understand the nature and potential risks involved and related to ingesting or otherwise using placenta products; that I hereby assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with ingesting or otherwise using placenta products; I accept full responsibility for any liability, injury, loss, damage or death in any way connected with ingesting or otherwise using placenta products for me and my family. I acknowledge that using the placenta products is at my sole risk. I understand and agree that ingesting placenta products is my own choice based on my personal, spiritual and cultural beliefs, and it is not intended to prevent or treat any physical or mental diseases, ailments or symptoms; I fully assume the full risk of doing so. I waive any and all rights to hold Rooted Birth responsible for any undesired effect of consuming or using the products.

I understand and agree that there are no legal, regulatory or licensure specifically required for placenta encapsulation in my state. I understand and agree that the placenta will be handled by the Placenta Encapsulator according to OSHA and Wisconsin Food Safety and Handling standards, and will be prepared in a sanitary and disinfected work space.

DISCLAIMER

I understand and agree that the information I receive from the Placenta Encapsulator in connection with the service(s) performed or otherwise is not intended or implied to be a substitute for professional medical, nursing or nutritional advice, diagnosis or treatment. All content including text, graphics, images and information, communicated by or available through the Placenta Encapsulator is for general information purposes only. I agree and understand that the Placenta Encapsulator makes no representation and assumes no responsibility for the accuracy of information given. I understand that I am encouraged to confirm any information obtained from or through the Placenta Encapsulator with other sources, and review all information regarding any medical condition or treatment with my physician. I agree never to disregard professional medical advice or delay seeking medical treatment because of information I have been given by the Placenta Encapsulator.

I understand and agree that the Placenta Encapsulator is not practicing medicine, providing healthcare, psychiatric or psychological counseling nor nutritional therapy services. The Placenta Encapsulator will not and does not diagnose, prescribe, treat, prevent or cure, in any manner whatsoever, any disease, condition or other physical or mental ailment of the human body. I understand and agree that the Placenta Encapsulator is not acting in the capacity of a doctor, healthcare provider, licensed dietician or nutritionist, psychologist or other licensed or registered professional.

I understand and agree to maintain a relationship with my primary care physician, or specialist and to seek their professional advice regarding Placenta Encapsulation. I agree never to discontinue or change my current course of medical treatment due to the benefits derived from these services without first consulting my doctor.

RELEASE & HOLD HARMLESS

I hereby release and hold harmless the Placenta Encapsulator from any and all liability or claims which may arise from placenta encapsulation services and/or the use of placenta products prepared by the Placenta Encapsulator, inclusive of, but not limited to, any injury or death resulting from an exposure to allergies, food borne illnesses, or choking. I and my successors, agents or assigns, hereby forever and unconditionally releases the Placenta Encapsulator, its owners, officers, employees, agents, successors in interest and insurers, heirs, executors, administrators, assigns, agents, trainers, placenta preservation certifying association, representatives, and all others acting on their behalf (hereinafter referred to as the "Released Parties"), from any and all claims, actions, damages to your person and/or property or that of your family, liabilities, injuries, losses, costs, and expenses, including, without limitation, attorney's fees, in any way arising out of, or resulting from, my voluntary use of placental services and products including those caused by negligent act or omission of any of those mentioned or others acting on their behalf, arising out of or connected with services provided by me or the Released Parties. I further acknowledge that the Placenta Encapsulator is in no way liable for any injury resulting from my own conduct or behavior.

FORCE MAJEURE

I acknowledge and agree that neither party shall be liable for any failure of or dealt in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affects the performance of any of its obligations under this agreement, and could not reasonable have been foreseen or provided against.

ENTIRE AGREEMENT

This Agreement may not be modified without the prior written consent of Client and Placenta Encapsulator. The waiver by either party of a breach, right or obligation shall not constitute a waiver of any other or subsequent breach, right or obligation. If any provision of this Agreement is found to be invalid or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect. This Agreement sets forth the entire agreement between the parties and supersedes all prior proposals, agreements and representations between the parties, whether written or oral, regarding the subject matter herein. Neither party may assign this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and shall benefit the parties and their respective successors and permitted assigns. Except as provided to the contrary herein, those provisions of the Agreement that by their nature and context are intended to survive the termination of this Agreement, shall survive any termination of this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the state in which the Placenta Encapsulator resides without reference to its conflict of law provisions, and with the same force and effect as if fully executed and performed therein. Each Party hereby consents to the exclusive personal jurisdiction of the State and Federal Courts where the Placenta Encapsulator resides, and acknowledges that venue is proper only in such courts.

Any dispute arising out of or relating to this Agreement, including without limitation, the validity, interpretation, performance, or breach thereof, shall be settled by arbitration in the jurisdiction where the Placenta Encapsulator resides, and shall be done so pursuant to the rules of the American Arbitration Association. Judgment upon any award rendered may be entered before an appropriate court in that state of venue.

If the terms of this Agreement are acceptable, please sign the acceptance below. By doing so, you acknowledge that: (1) you have received a copy of this letter agreement; (2) you have had an opportunity to discuss the contents with me and, if you desire, to have it reviewed by your attorney; and (3) you understand, accept and agree to abide by the terms hereof.

IN WITNESS WHEREOF, Client and Placenta Encapsulator agree to the terms and conditions set forth in and have duly executed this Client Commitment & Agreement effective as of the date of Placenta Encapsulator's signature as set forth below.

Placenta Encapsulator

Signature

Date

Client name

Signature

Date
