



First Latch & Counseling, Inc.

Lactation Consultation Services Agreement

I hereby provide consent to First Latch & Counseling Inc. to render lactation consultation services to me. I consent to First Latch & Counseling Inc. conducting a visual and physical assessment of both myself and my baby during the period of lactation assistance. I understand this will include, without limitation, examination of my baby's mouth and observation of their oral-motor skills.

In connection with the services which I am receiving from First Latch & Counseling Inc., I consent to photographs/ videos of myself and my infant(s) including parts of our bodies (the "Depictions"). It is specifically understood that the Depictions will not identify me or my infant by name nor shall my face be visible. I hereby grant First Latch & Counseling Inc. together with their licensees, assigns and those acting with their permission or upon their authority ("Licensed Parties"), the absolute and unrestricted right and permission to copy, reproduce, publish, televise, exhibit, distribute, license, disseminate, display and otherwise use the Depictions in their discretion. I hereby waive any right to inspect or approve the Depictions and this grant of rights is made without limitation upon time, circumstances, location, market or medium of use whether now known or hereafter devised. Recognizing First Latch & Counseling Inc.'s reliance upon this agreement, I hereby irrevocably release, discharge and agree to indemnify and hold harmless the Licensed Parties from and against all actions, damages, costs, liabilities, claims, losses and expenses of every type and description (including attorney fees and expenses) to which any of the Licensed Parties may be subject as a result of, or in any way related to, any use of the Depictions by any of the Licensed Parties, including without limitation, any claim for violation, infringement or invasion of any copyright, privacy or publicity right, defamation or any other right whatsoever that I now have or may ever have resulting from or relating to any such use of the Depictions.

First Latch & Counseling Inc. is an out-of-network provider. I/We are responsible for all fees which are due at the time of service. Cash and checks, are acceptable forms of payment and any other mutually acceptable forms. Upon your request, an invoice with procedure codes and diagnosis codes can be filled out for you to submit to your insurance company. First Latch & Counseling Inc. is not however responsible for your insurance company's failure to reimburse.

I/We understand that all medical care is to be provided by my/our own physician(s). First Latch & Counseling Inc. is not responsible for the conduct of any providers to whom you may be referred. I hereby irrevocably release, discharge and agree to indemnify and hold harmless First Latch & Counseling Inc. from and against any and all actions, damages, costs, liabilities, claims, for any losses, injuries, property damage, equipment failures, death, and expenses of every type and description (including attorney fees and expenses) to which they may be subject as a result of, or in any way related to, resulting from, or relating to, their provision of services during my consultation as well any subsequent services rendered incident thereto. Any potential liability by First Latch & Counseling Inc. shall be capped at a maximum amount which is the equivalent of the fees paid to First Latch & Counseling Inc. for services rendered.

This agreement shall be construed in accordance with the Laws of the State of New York governing contracts executed and to be wholly performed therein, and shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. It is agreed that the courts of the State of New York within the

County of Kings shall have sole and exclusive jurisdiction and the venue in any lawsuit commenced by either party concerning the subject matter of this agreement and the parties specifically consent to personal jurisdiction thereof. If any action at law or in equity is brought to enforce or interpret the provisions of this agreement, the prevailing party in such action shall be entitled to reimbursement for reasonable attorneys' fees and costs.

This agreement sets forth the entire understanding and Agreement between the Parties hereto with respect to the subject matter hereof, supersedes all prior agreements understandings, and arrangements, and no change, modification, amendment, waiver, termination or discharge of this Agreement shall be binding unless confirmed by a written instrument signed by the parties.

Print Full Name _____

Signature _____

This agreement is effective as of: Date _____

Jennifer Leopold, LMSW, IBCLC 917-750-9708 * Tova Ovits, IBCLC 718-974-1647
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