

# Breastfeeding Center Milk Connection

## Waiver and Release for Recipient

### **There Are Risks Associated with Milk Sharing**

Many American medical authorities, including the American Academy of Pediatrics and the U.S. Food and Drug Administration (the “FDA”), recommend against direct mother-to-mother milk sharing as an option for infant feeding.

In recommending against milk sharing, medical authorities cite health risks including the transmission of serious illnesses and exposure to infectious diseases, chemical contaminants, and certain prescription drugs that might be in the human milk. In addition, if human milk is not handled and stored properly, it could, like any type of milk, become contaminated and unsafe to drink.

Therefore, the FDA recommends that a baby’s parents consult with a healthcare provider before deciding to use human milk from a source other than from the baby’s biological mother. The FDA also recommends that if, after the consultation, the parents decide to do so, they only use milk from a source that has screened its milk donors and taken precautions to ensure the safety of its milk.

The handling, storage, and sharing of human breast milk carries inherent risks that may result in illness, disease, or death.

By using milk from the Breastfeeding Center Milk Connection (the “BCMC”), you are taking action that many American medical authorities recommend against. You should not do so unless you fully accept responsibility for your decision in view of these recommendations and the risks that cause these recommendations.

### **Steps We Take to Reduce Risk**

Breast milk supplied by the BCMC has been voluntarily donated to the BCMC by donors who have undergone a limited health screening using a self-reported health history form

and submission of results of a laboratory screening panel. Donors have been offered milk handling and storage education verbally from BCMC coordinators and also in writing. Donors are asked to comply with milk handling and storage guidelines issued by the Centers for Disease Control and Prevention. The BCMC complies with the CDC's Storage Duration guidelines for fresh human milk for use with healthy full term infants.

### **The Risks That Exist Despite Our Efforts**

Even though we take steps to reduce risk, risks associated with milk sharing still exist.

Donors are provided only limited screenings. Donors are asked to comply with milk handling and storage guidelines but are not required to do so and we do not supervise them. We do not test breast milk supplied by the BCMC. Breast milk supplied by the BCMC is not pasteurized.

### **What We Require of You**

Before you can participate in the BCMC, you must read the following, initial next to each paragraph, and sign on the last page to indicate that you understand and accept the risks that exist as a result of using donated breast milk and accept full responsibility for those risk.

\_\_\_\_\_ I understand that there are significant risks associated with the use of human breast milk.

\_\_\_\_\_ I understand that neither the BCMC nor any of its donors, employees, volunteers, officers, directors, grant-makers, or agents makes any warranties or guarantees, express or implied, with respect to the wholesomeness, quality, or health characteristics of donated milk.

\_\_\_\_\_ I understand that milk composition varies according to each donor's diet and exposures, the age of the donor's infant, and the duration of milk storage.

\_\_\_\_\_ I agree not to provide any donated milk to any person except for the people who sign this document. I also agree not to permit any person to consume donated milk that I receive from the BCMC except for my infant(s) named below.

\_\_\_\_\_ On my own behalf and on behalf of any and all of my children who consume donated milk from the BCMC, I accept all risks associated with the use of human breast milk and I assume all responsibility for any harm that may arise from the risks associated with the use of human breast milk, whether those risks are described in this document or not.

\_\_\_\_\_ I hereby discharge and release the BCMC and all of its donors, employees, volunteers, officers, directors, grant-makers, or agents both on my own behalf and on behalf of any and all of my children who consume donated milk from the DMGP from any and all liability for any personal injury, disease, illness, sickness, adverse health effect or risk, including but not limited to property damage or death, that may result from using or consuming donated milk, whether or not caused by the act, omission, negligence, or other fault of the BCMC or any of its donors, employees, volunteers, officers, directors, grant-makers, or agents.

\_\_\_\_\_ I agree that under no circumstances will I or any third-party, on my own behalf or on behalf of any or all of my children who consume donated milk from the BCMC, present any claims against the BCMC or any of its donors, employees, volunteers, officers, directors, grant-makers, or agents for using and consuming donated milk or any activity incidental thereof or any consequences thereof.

**Please read the following and then sign on the next page.**

I have read and fully understand the terms of this Waiver and Release. I intend my signature to be a complete and unconditional waiver and release of all liability to the greatest extent allowed by law of the BCMC and its donors, employees, volunteers, officers, directors, grant-makers, or agents for any personal injury, disease, illness, sickness, adverse health effect, or risk, including but not limited to risks of property damage or wrongful death, that may result from using or consuming donated milk. I

understand that this Waiver and Release will remain in effect unless revoked in writing. I hereby agree to the terms of this Waiver and Release by signing freely and voluntarily.

DO NOT SIGN THIS WAIVER AND RELEASE  
UNLESS YOU FULLY UNDERSTAND AND AGREE TO ITS CONTENTS.

**Direct Milk Giving Program Waiver and Release for Recipient**

Parent 1 Name	Parent 2 Name (if applicable)
Parent 1 Signature	Parent 2 Signature (if applicable)
Parent 1 Telephone Number	Parent 2 Telephone Number (if applicable)
Parent 1 Email Address	Parent 2 Email Address (if applicable)
Parent 1 Address	Parent 2 Address (if different)
Infant's Name (if more than one, list all)	Infant's Date of Birth