

## **CONFIDENTIAL PARENT/ UNBORN CHILD AGREEMENT**

This Confidential Agreement is entered into by the biological parents (i.e the male from which the sperm is administered and the female from whom the egg is received to produce a child) and/or their prospective partners (“Parent”) and \_\_\_\_\_ (“Parents”), and their as yet unborn progeny (“Unborn Child or “Child” as appropriate). \_\_\_\_\_ (hereinafter “Unborn Child”). Parent(s) and Unborn Child are collectively the “Parties,” and each individually is a “Party.”

### **RECITALS**

This Agreement is entered into with reference to the following facts and recitals, which are true to the best of the parents’ knowledge and belief, and are made part of this Agreement:

WHEREAS, humans are born to perform two functions: to survive and to reproduce.

WHEREAS, humans have physical, emotional, and cultural mechanisms that serve to sustain survival and reproduction, such as passionate love, orgasm, the ability to adapt to extreme conditions, and cultural benefits such as respect for parenthood, tax reductions, and the opportunity to leave work early and so on.

WHEREAS, these mechanisms function only if both Parties accept, without resistance, the importance and primacy of survival and reproduction.

NOW, THEREFORE, to further the twin goals of survival and reproduction, and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

### **TERMS AND CONDITIONS**

#### **I. Obligations of Parents**

Parents agree to perform the following obligations pursuant to the Agreement:

- A. Give Life to Unborn Child (aka “Child”). Life potentially includes, but is not limited to:
  1. The opportunity to enjoy beauty and nature such as rainbows, sunrises/sunsets, open desert landscapes, trees, hummingbirds, snow, blue skies, first rain, thunderstorms. The ability to enjoy the smell of citrus blossoms, wet earth and freshly cut wood; the sound of birds singing early in the morning, water trickling down a small

creek and a beautiful voice singing; the touch of a rabbit's fur, granite slabs, sand and soft pillows, heat; taste of a homemade cake, ripe peach, quality wine, freshly squeezed orange juice etc.

2. Possession of one or two talent(s) such as artistic inclinations, athletic inclinations, the ability to derive difficult equations, to understand complex abstractions, the ability to cook, and the ability to execute projects related to those talents.
  3. The opportunity to be inspired by various objects, occasions and people.
- B. Give Child unconditional love.
  - C. Provide Child clothing, food, shelter, health care, and other goods and essential needs or services as required by local law, until Unborn Child reaches 18 years of age (with possible extensions under specific circumstances.)
  - D. Provide Child with funds sufficient to attend chosen education beyond high school, including but not limited to a four-year university education or other institution of higher learning, as appropriate.
  - E. Provide Child with instruction on how to maximize well-being and on optimum life-style.

Parents' obligations and liability under this Agreement shall be joint and several. However, Parent(s) who signs this Agreement but does not perform any obligation under this Agreement is not personally liable for breach.

The obligations and liability of Parent(s) may be assigned without consent of Unborn Child. The obligations and liability of Unborn Child, however, cannot be assigned, and the covenants contained herein will bind Unborn Child in perpetuity, with no exceptions.

## **II. Obligations of Unborn Child**

Unborn Child is obliged to provide the following pursuant to the Agreement:

- A. Follow instructions and meet all demands made of him/her by Parents;
- B. Provide Parents unconditional love;
- C. Provide Parents a deeper sense of meaning in life, sense of purpose and focus;

- D. Provide financial and physical assistance (or feel obliged to provide) to Parents when they reach old age or become infirm, if needed;
- E. Provide Parents with the opportunity to relive childhood; recreate themselves through Child, and correct personal mistakes;
- F. Provide Parents the chance to try to correct wrongs perpetrated by their own parents;
- G. Provide a factual basis for Parents to experience pride, acceptance and respect from the culture in which they live and their family members;
- H. Provide Parents the opportunity to perceive themselves as healthy beings, with working biological systems, performing the function to which they were born, to wit, making more organisms.

### III. Disclaimer

With the exception of item I.A.(i) above, there is no guarantee that either party will perform its obligations under the Agreement, or that the conditions listed as consideration will come to pass. Whether Child receives the talents and abilities listed under section II.B above will depend largely on Child's ability to open and expose herself/himself to such benefits.

### IV. Assumption of Risk

Being born is dangerous, and anyone participating in birth will do so entirely at his or her own risk. Unborn Child will not hold the Parent(s) or anyone else involved liable for any accident, injury to self or others, and unconditionally and irrevocably releases, acquits, and forever discharges Parents and their guarantors, sureties, family members, attorneys, agents, insurers, representatives, predecessors, successors, and assigns from liability associated with Birth. These risks include, but are not limited to:

- A. **Danger of intellectual and physical disabilities from pregnancy and/or birth.** Unborn Child assumes the risk of a variety of possible intellectual and physical disabilities which might develop during pregnancy or occur at birth, some so severe that Child might be completely dependent on family members or other paid/unpaid help to engage in ordinary existence.
- B. **Hereditary physical and/or mental conditions from paternal bloodline.** Child may receive heritable illnesses, conditions, or risk factors from Father and Mother, as set out in Attachment A hereto ("Hereditary Physical and/or Mental Conditions").

Because hereditary conditions may render Child incapable of normal social interactions, learning processes, or other functions, she/he may be subjected to medication administered by Parents as soon as symptoms first appear. Such medication may irreversibly alter Child's behavior or personality.

- C. **Depression, Alienation, and Related Conditions.** Child may experience isolation, anger, and/or resentment during adolescence, which might lead to a desire to terminate this Agreement (a desire which might recur throughout child's life span if Depression is one of Child's Hereditary Conditions listed in Attachment A).
  - D. **Physical Danger.** Child may experience severe physical trauma, such as car accidents, which can result in disability and possible death. Child may experience addiction to various substances, or other self-destructive behavior, which can result in disability and possible death. Child's place of birth may determine whether Child will be drafted to serve in the armed forces in dangerous circumstances, which can result in disability and possible death. Child's place and time of birth may determine whether climate change will endanger Child's life or health.
  - E. **Disparities and Injustice Due to Race, Sexual Orientation, Gender, Physical Ability, Or Other Characteristic.** Child may be subject to an incalculable variety of risks, ranging from humiliation, to segregation, to exploitation, to discrimination, to isolation, to pay disparity, to murder, to poverty, to rape, to mutilation, as a result of conditions over which Child has no control.
  - F. **Poverty and Debt.** If parents withdraw or never agreed to finance Child's education, Child may not be able to receive higher education, making it difficult to obtain a living wage. Alternately, Child might be subjected to years of student loan debt. Such debt may render progress in career and lifestyle barely possible.
  - G. **Prolonged and Possibly Painful Illness and Death.** As a result of advances in technology and medicine, Child may be sustained under inhumane conditions, without the ability to ask for early termination of this Agreement
- V. **Additional Terms**
- A. **No Right To Withdraw.** No Right to withdraw once agreement is signed. Child have an option to terminate hers/his life after agreement is signed, but that option requires extreme courage and determination.

- B. Involuntary Participation.** Parent(s) can choose to give birth to Unborn Child or not; Unborn Child will have no input into the decision, other than the decision to enter into this Agreement (which will result in birth) or to decline this Agreement (which will maintain the status quo).
- C. Duration.** Duration of commitment expected to be around [INSERT CURRENT EXPECTED LIFESPAN AT PLACE OF BIRTH FOR DEMOGRAPHICS OF UNBORN CHILD]\_\_\_\_\_ years at the time this agreement is signed, unless there is fatal injury or terminal disease caused by birth or any factor thereafter (see section IV above). If medicine allows, extensions of commitment might be possible.
- D. Further Assurances.** Each Party agrees to take all reasonable steps necessary to effectuate the terms of this Agreement.
- E. Waiver.** The failure of Parent(s) to demand from Unborn Child performance of any act under the Agreement shall not be construed as a waiver of Parent or Parents' right to demand, at any subsequent time, such performance.
- F. Choice of Law.** This Agreement shall be construed in accordance with and all disputes hereunder shall be controlled by the laws of the jurisdiction in which Parent(s) reside at the time of the dispute, without regard to that jurisdiction's choice of law rules.
- G. Integration / Single Agreement.** This Agreement constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties, and the terms of the Agreement are contractual and not merely recitals. There is no other agreement, written or oral, expressed or implied between the Parties with respect to the subject matter of this Agreement and the Parties declare and represent that no promise, inducement or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them or upon which they have relied in any way. The terms and conditions of this Agreement may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence may be introduced in any judicial proceeding to interpret this Agreement.
- I. No amendments to the Agreement.** This Agreement shall not be altered, amended or modified by oral, religious or ethical representation made before or after the execution of this Agreement. No amendments or changes of any kind to this Agreement will be permitted.
- J. Negotiations.** All negotiations have been conducted in [INSERT LANGUAGE OF PARENT(S)]\_\_\_\_\_. Parent(s) do not warrant that Unborn Child has had access to a translator, or that Unborn

Child has had all terms explained to Unborn Child. The Parties acknowledge that there is no assurance by signing below the Unborn Child fully understands or agrees to the terms and conditions herein. Unborn Child cannot warrant or affirm that he or she is fully capable of executing this Agreement, but nonetheless will be bound.

**K. Confidentiality and Notices.** As a material inducement and an indivisible part of the consideration to be received by to enter into this Agreement, the Parties agree that it is appropriate to maintain this Agreement, the terms of this Agreement confidential as of the date of this Agreement. Toward that end, the Parties agree that neither they nor their successors, assigns, agents, will neither disclose nor reveal to any person or entity or directly or indirectly publish, publicize, disseminate or communicate to any person or entity any terms or conditions in this Agreement to any other entity, including but not limited to a prohibition on any Party or his or her agent posting or otherwise disclosing the terms on the Internet or any other paper or electronic media outlet (including but not limited to news organizations websites or newspapers, email, Facebook, Twitter, SnapChat, or the current equivalent).

**L. Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

If they do not reach such solution within a period of 60 days, there is no binding dispute resolution mechanism or recourse for either Party. Parent(s) may be subject to the laws of the jurisdiction in which they reside, which may affect the actual outcome of the dispute relating to responsibilities to care for or refrain from harming the Unborn (or born) child. Friends and Relations of either Party may form temporary or permanent judgments about the dispute, and the Parties make no warranties or guarantees about the extent or effect of the judgments.

This Agreement combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform Parent-Unborn Child Agreement governing the Parent/Unborn Child relationship.

_____ Parent signature	_____ Print	_____ Date
_____ Parent signature	_____ Print	_____ Date
_____ Unborn Child signature	_____ Print	_____ Date

Attachment A Hereditary Physical and/or Mental Conditions	Paternal	Maternal
Achondroplasia	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Albinism	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alcoholism	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alzheimer's disease	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Arthritis	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Bipolar disorder	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Breast cancer	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Cystic Fibrosis	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Depression	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Diabetes	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Down Syndrome	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Duchenne	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Hemophilia	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
High blood pressure	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
High cholesterol	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Huntington's Disease	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Motor Neuron Disease (MND)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Muscular Dystrophy	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Nearsightedness, farsightedness, and astigmatism	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Neurofibromatosis	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Ovarian cancer	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Parkinson's disease	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No