

## INFORMED CONSENT FOR RECEIPT OF DONATED EMBRYOS/ WAIVER OF LIABILITY

We, \_\_\_\_\_ (“Husband”) and \_\_\_\_\_ (“Wife”) do hereby consent to receive donated embryo(s) under the care of our physician for the purpose of establishment of a pregnancy.

We understand that the purpose of receiving donated embryos is to assist us in achieving a pregnancy. We realize that by requesting that our physician consider us for the receipt of donated embryos, we represent that we have been unable to conceive either naturally or with other assisted reproductive technologies. We further understand that it will be necessary for Wife to follow specific guidelines including but not limited to the taking of various hormonal preparations in order to prepare the uterus for receipt of the donated embryos. We are aware that embryos may be transferred either into the uterus or into the fallopian tubes, and that the latter requires a surgical operation known as a laparoscopy.

We realize that no specific genetic screening has been performed on the couple donating the embryos, and that there is at least a 3% risk of major birth defects including chromosomal or other genetic problems.

We agree to comply with all medical instructions and guidelines as directed by our physician and realize that our failure to do so may make us ineligible to receive embryo donation. We understand that in order to achieve the highest chance of pregnancy using donated embryos, it will be necessary for Wife to take a series of medications including injections, pills, estrogen patches and/or vaginal suppositories. We further understand that Wife will need to be monitored with tests of blood hormone levels and vaginal ultrasound exams.

We also recognize that if monitoring reveals an inadequate response of Wife to her own or administered hormones during the cycle that the transfer of embryos may be cancelled. At the appropriate time as designated by our physician, the embryos will be transferred into Wife’s uterus or fallopian tubes. This may require additional consent.

We understand that the purpose of this procedure is to create a pregnancy in Wife, but that there is no guarantee that embryo transfer will result in a pregnancy. In addition, it is possible that embryo transfer may not occur as a result of death of the embryos during transport or thawing. We understand that complications may arise either as a result of the embryo transfer or as a result of the pregnancy. Although such complications are uncommon and generally not serious, it is possible that serious complications up to and including permanent sterility or death of Wife could occur. In addition, we recognize that if a pregnancy does occur, a normal pregnancy cannot be guaranteed. Major birth defects, although not apparently increased by embryo cryopreservation or donation, occur with a frequency of approximately 3%. Abnormal pregnancies could also result in miscarriage, ectopic pregnancy, inherited diseases, or other problems. We further acknowledge that although screening procedures are performed, the risk of acquiring an infection such as HIV, AIDS, Hepatitis, or sexually transmitted diseases from the transfer of the embryos cannot be eliminated. We understand that the \_\_\_\_\_ may attempt to rescreen the donors for these conditions, but any such attempt may not be successful and will not eliminate the risk. We agree to be tested for HIV and hepatitis prior to receiving donated embryos. We further

acknowledge that there may be unknown psychological risks both to us and to our offspring in connection with the procedures contemplated herein, and we agree to assume those risks. We agree to hold harmless the \_\_\_\_\_, our physician(s), \_\_\_\_\_, and the employees and agents of all such entities, and all contracting parties for any such problems should they occur.

We understand that psychological counseling is available at our expense to assist us in making decisions concerning embryo adoption, and we will request this counseling, if interested.

While we understand that it is to be expected that not all embryos which are thawed as a result of an anticipated transfer will be viable after being thawed, we do agree to the implantation of all viable embryos which survive thawing. We further agree not to permit or undertake any procedure for eliminating or reducing the number of embryos which adhere to and are developing in the recipient.

**INITIAL IF DONATION IS ANONYMOUS:**

**We agree and consent that our physician will at his sole discretion choose donated embryos for us to receive and that we may not be informed of any of the physical or other characteristics of the donors. We agree not to seek the identity of the embryo donors. We understand that \_\_\_\_\_ will not provide us with this information.**

Husband: \_\_\_\_\_

Wife: \_\_\_\_\_

**INITIAL IF YOU AGREE TO RECEIVE EMBRYOS FROM MORE THAN ONE SET OF GENETIC PARENTS IN THE SAME TRANSFER:**

**We have agreed to accept embryos from more than one set of embryo donors. We understand that multiple embryos may be thawed for implantation in an effort to achieve a successful pregnancy, and that our possibility of success may be increased if we permit embryos to be thawed from more than one set of embryo donors at the same time. We further acknowledge that it is likely that embryos from different sets of embryo donors will be mixed during the thawing procedure. We agree to allow the mixing of embryos in utero from more than one set of embryo donors. We understand that in choosing to allow the mixing of embryos in utero from different genetic parents, there may be additional emotional and psychological issues for all parties involved. We do agree to permit genetic testing at our cost to determine parentage after the successful delivery of any child(ren) born from such a procedure.**

Husband: \_\_\_\_\_

Wife: \_\_\_\_\_

We agree to take full and complete responsibility for any and all complications that may occur as a result of the transfer of donated embryo(s). We understand that the couple donating these embryos has relinquished any and all right, title and interests to the embryo(s) and any child or children that may result from the transfer of such embryo(s). Furthermore, we agree to release the couple donating the embryos from any and all responsibilities or liabilities for problems which might occur related to or as a result of our receipt of their donated embryos, including but not limited to the potential complications noted above. We also agree to take full responsibility for the care and upbringing of the child or children that are born as a result of our receipt of donated embryos. We release the embryo donors from any and all responsibility and liability for support, care or custody of any offspring born to us as a result of our use of their embryos.

I HAVE READ THE ABOVE AND DISCUSSED RECEIPT OF DONATED EMBRYOS WITH OUR PHYSICIAN. ALL OF OUR QUESTIONS HAVE BEEN ANSWERED SATISFACTORILY AND WE AGREE TO RECEIVE DONATED EMBRYOS AS DIRECTED BY OUR PHYSICIAN.

WE AGREE TO IRREVOCABLY WAIVE, RELEASE AND RELINQUISH ANY AND ALL RIGHTS, CLAIMS OR CAUSES OF ACTION OF ANY KIND, WHETHER KNOWN OR UNKNOWN AND WHETHER NOW EXISTING OR OCCURRING IN THE FUTURE, OVER AND AGAINST THE \_\_\_\_\_, AND ALL EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS AND AGENTS OF SUCH PARTIES AND WE AGREE TO PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY SUCH PARTIES FROM AND AGAINST ANY AND ALL EXPENSES, CLAIMS, ACTIONS, LIABILITIES, ATTORNEY'S FEES, DAMAGES, LOSSES, PENALTIES, FINES, AND INTEREST OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITING THE FOREGOING, DEATH OF OR INJURY TO WIFE OR EMBRYOS AND DAMAGE TO PROPERTY) ACTUALLY OR ALLEGEDLY RESULTING FROM OR CONNECTED WITH THE EMBRYOS, THE DONATION OF THE EMBRYOS, ANY PREGNANCY RESULTING FROM DONATION, THE CRYOSTORAGE OF THE EMBRYOS, PHYSICAL OR MENTAL ABNORMALITIES, EMOTIONAL OR CHARACTER ABNORMALITIES, OR ANY OTHER MATTERS RELATED TO OR CONTEMPLATED IN THIS AGREEMENT.

_____ Signature of Male	_____ Date	_____ Witness
_____ Signature of Female	_____ Date	_____ Witness

NOTARIZATION FORM

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, \_\_\_\_\_  
\_\_\_\_\_ personally appeared and was personally  
known to me or proven to me on the basis of satisfactory evidence as the person(s) whose name is  
subscribed to this instrument (Notarization Form), and I acknowledge that he/she/they executed it. I  
declare under penalty of perjury that the person(s) whose name is subscribed to this instrument  
appears to be of sound mind and under no duress, fraud, or undue influence.

NOTARY SEAL

\_\_\_\_\_  
Signature of Notary Public