

## **INFORMED CONSENT TO DONATE EMBRYOS/WAIVER OF LIABILITY**

We understand that embryos or zygotes created with our genetic material (the "Embryos") are currently in cryostorage. We also understand that the purpose of this document is to donate the Embryos for the purpose of assisting one or more women in achieving a pregnancy. Such a pregnancy may be extremely difficult or impossible for the recipient to achieve without the use of donated embryos. Therefore, the Embryos will be placed into the reproductive tract of one or more recipients in order to attempt to establish a pregnancy.

We, \_\_\_\_\_ (male) and \_\_\_\_\_ (female) do hereby consent to the donation of our cryopreserved embryos for implantation to assist another couple as provided in this agreement.

We agree to donate all of our cryopreserved zygotes or embryos currently in storage to the \_\_\_\_\_. Unless we sign an Open Donation Agreement, we understand that our donation will be anonymous. In the case of anonymous donation, we understand that a physician affiliated with the \_\_\_\_\_ will choose a recipient or recipients that he in his sole discretion considers appropriate for receipt of our Embryos and that this recipient(s) will be anonymous and that we have no right to learn of the identity of the recipient(s). The physician is authorized to use his best judgment in selecting a recipient(s) for the Embryos. We understand that our Embryos will remain in cryostorage until a suitable recipient is found. In the case of known, or 'open' donation (i.e. non-anonymous), we will choose the couple to receive our Embryos and sign an Open Donation Agreement. We will make a decision prior to donation on whether we choose to have future contact with the recipients or any child(ren) born as a result of our donation of the Embryos.

We realize that the purpose of embryo donation is to help another woman achieve pregnancy, but that there is no guarantee that a pregnancy will result from the transfer of our Embryos. We realize that the Embryos may not survive the shipping or thawing procedure and/or that they may not develop after the thaw and that no transfer may occur, and that a successful transfer may not result in a successful pregnancy. We also acknowledge that inadvertent loss or damage of the Embryos may occur. Each party hereby agrees 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 \_\_\_\_\_, our physician(s), \_\_\_\_\_ and \_\_\_\_\_, and all employees, officers, directors, contractors and agents of such parties and agrees 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 persons or Embryos and damage to property) actually or allegedly resulting from or connected with the Embryos, the donation of the Embryos, the cryostorage of the Embryos or any other matters contemplated in this agreement.

**INITIAL IF YOU AGREE TO PERMIT EMBRYOS TO BE MIXED WITH OTHER DONATED EMBRYOS:**  
**We agree to allow the mixing of our Embryo(s) in utero with embryo(s) from more than one set of embryo donors. We understand that if we do choose to allow the mixing of embryo(s) in utero from different genetic parents, that there may be additional emotional and psychological issues for all parties involved, and we do agree to permit genetic testing to determine parentage after the successful delivery of any child(ren) born from such a procedure.**

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

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

Unless agreed to before donation, we understand that we will not be informed of whether or not a pregnancy has occurred with our Embryos, and we agree not to seek such information. We further agree that we will receive no compensation for donation of our Embryo(s). We understand that psychological counseling is recommended by some authorities prior to embryo donation, and that we will inform our physician if we desire such counseling, which counsel would be made available at our expense. 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 do hereby relinquish any and all rights, titles, and interests to the Embryo(s) and any child or children that may result from the transfer of the Embryo(s). We understand the above information and have had any questions answered to our satisfaction by our physician and/or the staff of the \_\_\_\_\_.

We hereby agree, acknowledge and consent that any and all children resulting from the Embryos shall be the legal children of the birth parents for all intents and purposes. We further agree to execute any other or further documentation and grant any other or further consents to the extent any are necessary or advisable in the future in order to effect the purpose of this agreement that such children be deemed the children of the birth parents under the law whether by statute, presumption, adoption, legitimation or such other methods that may be or may become available.

\_\_\_\_\_  
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