



Giving Life. Giving Hope.

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 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 realize that genetic screening may not have been performed on the embryos or the couple donating the embryos, and that there is ~ 4-6% risk of major birth defects including chromosomal or other genetic problems. A number of studies have concluded that there is an increased risk of birth defects in couples suffering from infertility, and this risk may be further increased with assisted reproduction including embryo transfer.

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 undergo 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.

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. Abnormal pregnancies could result in miscarriage, ectopic pregnancy,

children with inherited diseases, or other problems. We agree to hold harmless the National Embryo Adoption Center/National Embryo Donation Center, our physician, Southeastern Fertility and its medical director and physicians, and the employees and agents of all such entities, and all contracting parties for any such problems should they occur.

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 but that the risk is extremely low. We understand that the National Embryo Donation Center may attempt to rescreen the donors for infectious conditions, but any such attempt may not be successful and even if it is, this will not eliminate all risk(s). We agree to be tested for infectious conditions to include HIV and hepatitis prior to receiving donated embryos.

We 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 National Embryo Adoption Center/ National Embryo Donation Center, our physician, Southeastern Fertility and its medical director and physicians, 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 recommended and 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.

We understand that our physician will transfer only one embryo at a time if the embryo has previously undergone Preimplantation Genetic Testing (PGT) for aneuploidy. The current clinic policy is to transfer 1-2 good/high quality embryos but patients may elect to transfer only a single embryo assuming that no embryos are discarded following thawing.

INITIAL IF DONATION IS ANONYMOUS:

We agree and consent not to seek the identity of the embryo donors. We understand that the National Embryo Adoption Center/National Embryo Donation Center will not provide us with this information. However, we understand that in the case of anonymous embryo donation, it is possible that future laws enacted in individual states or at a national level may require the disclosure of identities of the donors, recipients, and/or offspring resulting from this donation to any or all parties involved.

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 medications, procedures, and processes required prior to embryo transfer, and also 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, the National Embryo Donation Center and Southeastern Fertility 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 NATIONAL EMBRYO DONATION CENTER, THE NATIONAL EMBRYO ADOPTION CENTER, OUR PHYSICIAN, SOUTHEASTERN FERTILITY AND ITS MEDICAL DIRECTOR, AND ALL EMPLOYEES, PHYSICIANS, 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, THE TRANSFER OF 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

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