

Delaware Valley Institute of Fertility & Genetics

6000 Sagemore Drive, Ste 6102

Marlton, NJ 08053

(856) 988-0072

FAX (856) 988-0056

INFORMED CONSENT TO DONATE EMBRYOS/WAIVER OF LIABILITY

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

I/We understand that embryos or zygotes created with our genetic material (the “Embryos”) are currently in cryostorage. I/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.

I/We agree to donate all of my/our cryopreserved zygotes or embryos currently in storage to the Delaware Valley Institute of Fertility and Genetics. I/We understand that my/our donation will be anonymous. In the case of anonymous donation, either a recipient couple may choose our embryos, or a physician affiliated with the Delaware Valley Institute of Fertility and Genetics will choose a recipient or recipients that he in his sole discretion considers appropriate for receipt of my/our Embryos. This recipient(s) will be anonymous and 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. I/We understand that my/our Embryos will remain in cryostorage until they are selected by a recipient couple or until a suitable recipient is found.

If not already done, I/we understand that we will be asked to have blood testing done to insure that we have not contracted certain infections, such as hepatitis, that could potentially also be present in our embryos. There is a small risk of complications from drawing blood, such as discomfort and infection. There is also a risk that we may suffer from psychological problems as a result of donating our embryos. The American Society of Reproductive Medicine currently recommends that individuals undergo counseling prior to embryo donation. The Delaware Valley Institute of Fertility and Genetics does not require this, but we would be glad to assist you in finding a counselor, should you so desire.

I/We realize that the purpose of embryo donation is to help another woman/couple achieve pregnancy; there is no guarantee that a pregnancy will result from the transfer of my/our Embryos. I/We realize that the Embryos may not survive the 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. I/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 Delaware Valley Institute of Fertility and Genetics, our physicians and all employees 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.

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INITIAL IF YOU AGREE TO PERMIT EMBRYOS TO BE MIXED WITH OTHER DONATED EMBRYOS:

I/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.

Female Partner: _____

Male Partner: _____

INITIAL IF YOU AGREE TO PERMIT CONTACT IN THE EVENT OF MEDICAL ILLNESS/CONDITION OF THE RESULTANT CHILD(REN).

I/We agree to be contacted by the staff at the Delaware Valley Institute of Fertility and Genetics in the event of medical illness of the resultant child(ren) in the event of life-threatening illness where medical intervention by genetically related individuals may assist in treatment in the child(ren). I/We acknowledge that by initialing this does not mean we are contracted in any way to partake in any medical procedures requested by the family or child(ren)'s medical professionals.

Female Partner: _____

Male Partner: _____

Unless agreed to before donation, I/we understand that I/we will not be informed of whether or not a pregnancy has occurred with our Embryos, and I/we agree not to seek such information. I/We further agree that we will receive no compensation for donation of our Embryo(s). I/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.

I/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 I/we agree to assume those risks. I/We do hereby relinquish any and all rights, titles, and interests to the Embryos(s) and any child or children that may result from the transfer of the Embryo(s). I/We understand the above information and have had any questions answered to our satisfaction by our physician and/or the staff of the Delaware Valley Institute of Fertility and Genetics.

I/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. I/We further

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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 Female Patient Print Date

Signature of Male Patient Print Date

Signature of Physician Print Date

Signature of Notary (if applicable) Print Date