

BIOLOGICAL PARENT FET CONSENT
Gestational Carrier Program

1. We, _____ and _____ are voluntary participants involved in the Frozen Embryo Transfer (FET) Gestational Carrier Program at Heartland Fertility and Gynecology Clinic, with _____ as our Gestational Carrier.

2. We acknowledge the nature, purpose, and contemplated effect of the procedure and it has been fully explained to our satisfaction by the medical officer(s) concerned, and our consent is given voluntarily.

3. In order to minimize the chances of transmitting any disease, Heartland Clinic has performed certain examinations and tests on the carrier. We understand that not all communicable diseases or infections can be determined by such testing, and we accept such risk.

4. We have decided to proceed notwithstanding that Heartland Clinic has discovered the following through the testing of the carrier:

5. We understand that to reasonably prevent the transmission of infectious diseases to the Gestational Carrier, we have undergone a physical examination as well as blood tests for syphilis, HIV and hepatitis. To the best of our knowledge and belief, at the time of embryo cryopreservation, we:
 - a. Did not have AIDS or test HIV positive;
 - b. Did not use or ever used intravenous drugs; and
 - c. Did not ever have sexual partners that were infected with AIDS, HIV positive, exposed to HIV, or in a high risk category with respect to the contraction of the HIV virus.

6. We understand that, while the purpose of these procedures is to establish a viable pregnancy, it has also been explained that no guarantee of success can be given. Some or all of the cryopreserved embryos may not survive the thawing process.

7. We understand and accept that if a pregnancy is established, there are the possibilities of:
 - a. complications, as with any pregnancy;
 - b. risk of multiple pregnancy;
 - c. risk of tubal pregnancy;
 - d. risk of fetal malformation.

8. We are aware of the availability of tests to detect some fetal malformation during pregnancy. We have been advised to discuss issues related to detection of fetal malformation and the possibility of pregnancy termination with the carrier.

9. We understand that frozen / thaw embryo transfer will only be done with the written consent of all parties involved.

10. We agree to absolve, release, indemnify, protect and hold harmless Heartland, its officers, directors, agents and employees, from any and all liability, claims, or damages including legal fees arising from any adverse outcome, however remote, resulting from our involvement in Gestational Carrier Program and frozen embryo transfer, including but not limited to the loss or destruction of embryos, the birth of a physically or mentally disabled child or subsequent disputes between the parties regarding the custody and/or support of any children ultimately born as a result of this procedure.

USE OF REPRODUCTIVE MATERIAL

Please write yes or no as indicated and initial beside the applicable option to confirm your instructions

Initials: _____

We hereby consent to the use of our reproductive material (cryopreserved embryos) for the purpose of achieving a pregnancy in the aforementioned Gestational Carrier.(yes/no) _____
EMBRYO TRANSFER

· Up to _____ embryos are to be transferred to the Gestational Carrier _____

WITHDRAWAL OF CONSENT

We understand that we may at any time withdraw our consent to the use of our reproductive material by providing to Heartland Clinic notice in writing prior to the use of our cryopreserved embryos.

CONSENT AND ACKNOWLEDGMENT

IN SIGNING THIS CONSENT, WE ACKNOWLEDGE THAT WE HAVE BEEN GIVEN SUFFICIENT TIME TO CONSIDER OUR ACTIONS AND TO SEEK SUCH INDEPENDENT LEGAL OR OTHER ADVICE AS WE DEEM APPROPRIATE PRIOR TO EXECUTING THIS DOCUMENT AND THAT:

1. We have read and we understand this document.
2. We have read and understand the written information package provided by Heartland.
3. We have discussed the written information package provided with a Heartland physician, who has provided us ample opportunity to ask any questions regarding the FET Gestational Carrier Program and has answered our questions to our satisfaction prior to our execution of this document.
4. We understand that there are no legislative laws in the Province of Manitoba dealing with Gestational Carriers and, therefore, we have been advised to seek the advice of legal counsel with respect to our legal rights and obligations. As of the date of this consent we have had mandatory independent legal council and psychological counseling.
5. We understand that if _____ does bear a child as a result of this procedure it is our intention that such child or children shall be our own in fact and at law, and shall be our legal heirs.
6. We acknowledge that no consideration, monetary or otherwise, directly or indirectly, is being given to the Gestational Carrier or her partner or any other party and no future

payment is contemplated.

7. We agree that the relationship between the undersigned and Heartland Clinic will be governed and construed in accordance with the laws of the Province of Manitoba that the courts of the Province of Manitoba will have sole jurisdiction to hear any complaints.
8. We have decided to participate in the Heartland FET Gestational Carrier Program and consent to the procedures and treatments described in the patient information package and in discussions with Heartland staff.
9. We acknowledge that this document is by no means a complete record of our conversations with Heartland physicians and staff.
10. I/We are giving this consent freely and without pressure or coercion.
11. We are of eighteen (18) years of age or older.

DATED this _____ day of _____, _____

Female Partner

Male Partner

Witness

Witness

I have consulted with and explained the contents of this Consent Form to the patient and her partner.

Date

Signature of Physician