

In Vitro Fertilization Consent

1. We, the undersigned, hereby consent to our voluntary involvement in the procedures of the In Vitro Fertilization and Embryo Transfer program (the “IVF Program”) which may involve treatment provided by all physicians at Heartland Fertility & Gynecology Clinic (Heartland).
2. We understand that the provision of consent under the IVF Program requires that written consent of both biological partners be obtained for all procedures contemplated under the IVF Program. In cases where donor gametes are used, separate donor consents will have been executed.
3. We acknowledge that we have attended the information evening for prospective users of the IVF Program presented by Heartland and have read the information package provided to us by Heartland at that event.
4. We understand the nature, purpose, and contemplated effects of the procedures so far as they affect both partners and acknowledge that their effects have been fully explained to our satisfaction by the medical officer(s) concerned at Heartland.
5. We acknowledge the details of the procedures have also been explained to us, including the estimated length of time they may take, the estimated frequency with which the procedures may be performed and the possible use of micromanipulation for fertilization or assisted embryo hatching. We understand the risks of ultrasound guided oocyte retrieval as well as ovarian stimulation and are aware that discomfort may be expected and that complications may occur, including bleeding, infection, trauma to internal organs and Ovarian Hyperstimulation Syndrome (OHSS).
6. We understand that the medications used for In vitro Fertilization (IVF) treatment cycles promote the maturation of numerous follicles from which oocytes (eggs) may be harvested during the retrieval procedure and that there is a small (less than 3%) risk of over-stimulating the ovaries associated with the drugs used. OHSS may require hospitalization.

7. While the purpose of the IVF Program procedure is to establish a viable pregnancy, we have been advised and understand that no guarantee of success can be given for any step of the IVF or embryo transfer process including but not limited to: may not down regulate; may not respond to stimulating medications; the time of ovulation may be misjudged, unpredictable, may have already occurred; no eggs may be obtained from retrieval; some or all of the eggs may not fertilize; and, embryo transfer may be unsuccessful.

8. We understand and accept that if a pregnancy is established, there are the possibilities of:
 - I. complications, as with any pregnancy;
 - II. risk of multiple pregnancy;
 - III. risk of tubal pregnancy;
 - IV. risk of fetal malformation.

9. We are aware of the availability of tests to detect some fetal malformation during pregnancy.

10. We understand and accept the benefits and limitations of transferring to the uterus the maximum number of embryos as indicated below.

11. We are aware that suitable excess embryos may be cryopreserved (frozen) and stored for future use. We understand that not all excess embryos are suitable for cryopreservation, and those not suitable will be allowed to degenerate in culture for subsequent disposal.

12. We understand that cryopreservation does not guarantee that the embryos will be suitable for transfer following thawing.

13. We understand that if we choose to reduce the possibility of excess embryos, a limited number of oocytes (eggs) can be inseminated and that this may result in fewer embryos than desired being available.

14. We understand that if we choose to cryopreserve embryos, we will need to sign a separate Embryo Cryopreservation Consent and we are advised to obtain independent legal advice with respect to the disposal of embryos in certain circumstances including but not limited to separation, divorce, death, non-payment of fees or failure to maintain contact with Heartland.
15. We understand that transfer of frozen/thaw embryos will only be done by written consent of both partners as set out in the Embryo Cryopreservation Consent Form.
16. 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 IVF therapy including but not limited to the loss or destruction of our sperm and/or 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.

- I. We hereby consent to the use of our reproductive material (sperm or eggs) for the sole purpose of creating in vitro embryos for our own reproductive use. _____
- II. Having been made aware of the potential of excess embryos as well as the possible ways of dealing with the excess embryos, we direct Heartland to do the following:

Initials

A) INSEMINATION

All retrieved oocytes (eggs) are to be inseminated (yes/no)_____.

If no, Inseminate no more than _____ oocytes (eggs).

B) EMBRYO TRANSFER

Up to _____ embryos are to be transferred

C) EXCESS EMBRYOS

1. Cryopreservation

All suitable excess embryos are to be cryopreserved (yes/no)_____

If "yes", an Embryo Cryopreservation Consent Form must be excuted by the parties

If "no", complete the following (2):

2. Use of Excess Embryos for Other Than Own Reproductive Use

If there are any in vitro embryos created for own reproductive use that are not used, we consent to the following:

i. Allow embryos to degenerate in culture for subsequent disposal (yes/no)_____

initials: _____

ii. Use to improve assisted reproduction procedures; (yes/no)_____

initials: _____

iii. Use to provide instructions in assisted reproduction procedures; (yes/no)_____

initials: _____

iv. Use for a specific research project, the goals of which will be in the research project consent (yes/no)_____

initials: _____

WITHDRAWAL OF CONSENT

1. We understand that we may at any time withdraw our consent to undergo any procedure.
2. We understand to withdraw our consent for use of our reproductive material Heartland must be notified in writing prior to its use.

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 and the Consent Form Information sheet attached hereto as Schedule A.
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 IVF Program and has answered our questions to our satisfaction prior to our execution of this document.
4. We acknowledge that no guarantee or assurance has been made to us by Heartland as to the results that may be obtained by participating in the IVF Program.
5. We agree that the relationship between the undersigned and Heartland will be governed and construed in accordance with the laws of the Province of Manitoba and that the courts of the Province of Manitoba will have sole jurisdiction to hear any complaints.
6. We acknowledge that this document is by no means a complete record of our conversations with Heartland physicians and staff.

7. We have decided to participate in the Heartland IVF Program and consent to the procedures and treatments described in the patient information package and in discussions with Heartland staff.
8. We are giving this consent freely and without pressure or coercion.
9. We are eighteen (18) years of age or older.

DATED this _____ day of _____, _____

FEMALE SIGNATURE

WITNESS

PARTNER SIGNATURE

WITNESS

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

DATE

PHYSICIAN SIGNATURE

