

Sperm Cryopreservation and Use Consent

I, _____, do hereby consent to the preparation and cryopreservation of my sperm for the sole purpose of treatment at the Heartland Fertility & Gynecology Clinic (Heartland) as set out below.

I confirm that I have been provided with information regarding the Cryopreservation of my sperm for my future use. I have discussed the procedure with Heartland staff and have had a chance to ask them questions about the process and all questions have been answered to my satisfaction.

PATIENT'S COVENANTS

1. Provision of Information

As long as I have sperm in storage at Heartland, I hereby agree to contact Heartland at least annually to provide current information indicating my address, telephone number, and intention regarding my cryopreserved sperm.

Failure to:

- I. contact Heartland for a period of twelve months;
- II. respond to a request for information from Heartland within 90 days of receipt;
- III. provide a new address or forwarding address where mail is returned to Heartland as undelivered, shall constitute abandonment of my cryopreserved sperm and signify my desire to terminate storage of my sperm.

2. Payment of Fees

I understand that I am responsible for the costs of cryopreservation and storage of my sperm. Cryopreservation fees are due and payable at the time of sperm cryopreservation, and storage fees at the beginning of each annual storage interval thereafter. I understand these fees are non-refundable and are not subject to prorated adjustment for partial storage intervals.

Should the annual fee for storage of my sperm remain unpaid for a period of one year after the first invoice is forwarded to my address as it is listed in the clinical records at Heartland,

Heartland can conclude that I am no longer interested in storing these specimen(s) and that non-payment of my account for one (1) year shall constitute abandonment and signify my desire to terminate storage of my cryopreserved sperm.

3. Failure to Provide Information or Pay Fees

I understand that in the event of my failure to provide information, contact Heartland or to pay cryopreservation fees as set out in sections 1 and 2 above, the cryopreserved samples will be disposed of.

4. Death

I acknowledge and confirm that in the event of my death, consent to utilize the cryopreserved sperm cannot be granted. I further acknowledge that it is the policy of Heartland not to utilize cryopreserved sperm in the event of my death unless instructions have been included in my will specifically allowing for the use of such cryopreserved sperm. In the event of my death and upon receipt of notification of my death, I hereby instruct Heartland as follows:

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

Dispose of my Cryopreserved Sperm (yes/no)____. Initials

Or

Accept written notification of the terms of my will by the executor and follow my wishes as set out in the will (yes/no)____. _____

Please note that the use of your Cryopreserved Material after your death to create an embryo for your spouse or com- mon-law partner is subject to Federal Regulations under Section 8 of the Assisted Human Reproduction Act. The Act requires your consent to the use of your reproductive materials after your death.

Heartland requires that any written notification set out in your will directing Heartland as to the disposition of your Cryopreserved Material after death contain such consent and that the consent be in accord with Federal Regulations.

Heartland further requires that the attached Schedule A Consent Form Information sheet be

executed by the donor to confirm compliance by Heartland with Federal Regulations regarding the consent to use donor's Cryopreserved Material after donor's death.

5. Release

I agree to absolve, release, indemnify, protect and hold harmless Heartland, its officers, directors, agents and employees, from any and all liability, however remote, resulting from the cryopreservation and storage of my sperm, including but not limited to the loss or destruction of my cryopreserved sperm and/or the birth of a physically or mentally abnormal child.

6. Withdrawal of Consent

I understand that I can withdraw my consent at any time with respect to the matters set out in this consent by providing notice in writing to Heartland.

CONSENT AND ACKNOWLEDGMENT

- I. I have read and I understand this document and the Consent Form Information sheet attached hereto as Schedule A.
- II. I understand and accept the conditions, risks and limitations of sperm cryopreservation. In signing this document I request and consent to cryopreservation and storage of my sperm for use in treatment at Heartland.
- III. I consent to the use of my sperm for my own reproductive use to create a pregnancy.
- IV. I am eighteen (18) years of age or older.

Signed this _____ day of _____, _____

SIGNATURE

WITNESS