Disposition of Cryopreserved Embryos

You have recently received a consent form concerning the disposition of oocytes, zygotes and/or Embryos (hereinafter referred to as Embryos) you have stored (cryopreserved) with the In vitro Fertilization Laboratory associated with the Texas Tech University Health Sciences Center, Center for Fertility and Reproductive Surgery (TTUHSC-CFRS). If you are choosing to maintain the Embryos in storage you will receive a bill approximately 60 days past the arrival of the consent form and no other action is necessary at this time. However, if you have determined that you no longer want to maintain these materials for your own use, you will need to choose one of the options on the consent and mail it back in the addressed envelope included in the mailing. For your convenience, each option is described in detail below. Please note, in order for the consent to be valid, both partners on the original treatment consent must sign the enclosed document and have it notarized.

CONSENT TO THE DISPOSAL OF CRYOPRESERVED EMBRYOS IN STORAGE

You currently have oocytes, embryos and/or zygotes (hereinafter referred to as Embryos) currently in cryostorage in accordance with your wishes as outlined in your consent (Informed Consent for Assisted Reproduction—hereinafter referred to as ART Consent). You are now wishing to modify your original plans and therefore the mailed document shall represent a withdrawal of your previous consent to treatment concerning your frozen Embryos outlined in the ART Consent. The current document shall now represent your wishes for the final disposition of all of your remaining Embryos.

After proper completion of this form, the cryopreserved Embryos will be discarded according to the Ethical Guidelines of the American Society for Reproductive Medicine. Briefly, the containers containing your Embryos will be identified and then removed from the liquid nitrogen storage tank and allowed to thaw. The frozen materials will be rendered immediately and irreversibly nonviable by uncontrolled warming to room temperature. After they have been thawed, these cryopreserved Embryos will no longer be available for use in any assisted reproductive technology (ART) or other fertility treatment or procedure.

CONSENT TO DONATE EMBRYO/WAIVER OF LIABILITY

You currently have oocytes, embryos and/or zygotes (hereinafter referred to as Embryos) currently in cryostorage in accordance with your wishes as outlined in your consent (Informed Consent for Assisted Reproduction—hereinafter referred to as ART Consent). You now wish to modify your original plans and therefore this document shall represent a withdrawal of your previous consent to treatment concerning your frozen Embryos outlined in the ART Consent. The current document shall now represent your wishes for the final disposition of all of your remaining Embryos. By choosing this option you 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.

By signing the consent you agree to donate all of your cryopreserved Embryos currently in storage at Texas Tech University Health Sciences Center, Center for Fertility and Reproductive Surgery (TTUHSC-CFRS). The donation will be anonymous. In the case of anonymous donation, either a recipient couple may choose your Embryos, or a physician affiliated with TTUHSC-CFRS will choose a recipient or recipients that she/he in her/his sole discretion considers appropriate for receipt of your 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 her/his best judgment in selecting a recipient(s) for the Embryos. The materials will remain in cryostorage until they are selected by a recipient couple or until a suitable recipient is found.

As part of the donation process (if not done previously) you will be asked to have blood testing done to ensure that you have not contracted certain infections, such as hepatitis, that could potentially also be present in your Embryos. There is a small risk of complications from drawing blood, such as discomfort and infection. There is also a risk that you may suffer from psychological problems as a result of donating your Embryos. The American Society of Reproductive Medicine currently recommends that couples undergo counseling prior to Embryo donation. The purpose of Embryo donation is to help another woman achieve pregnancy, but there is no guarantee that a pregnancy will result from the transfer of your Embryos. It is possible the Embryos may not survive the shipping or 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. It must also be acknowledged 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 TTUHSC-CFRS, our physicians, and all employees, officers, directors, contractors and agents of such parties 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.

Unless agreed to before donation, you will not be informed of whether or not a pregnancy has occurred with your Embryos, and you agree not to seek such information. Further, you agree that you will receive no compensation for donation of your Embryo(s). Be aware that
psychological counseling is recommended by some authorities prior to Embryo donation, and that you need to inform your physician if you desire such counseling, which counsel would be made available at your expense. It is further acknowledged that there may be unknown psychological risks both to you and your offspring in connection with the procedures contemplated herein, and by choosing this option you agree to assume those risks. By choosing this option you 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). By choosing this option, you acknowledge you have read and understand the above information and have had the opportunity to have any questions answered to your satisfaction by your physician and/or the staff of TTUHSC-CFRS.

Finally, by choosing this option you 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. Further, you 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.

CONSENT TO DONATE EMBRYOS OR OTHER CRYOPRESERVED MATERIALS FOR RESEARCH/WAIVER OF LIABILITY

You currently have cryopreserved Embryos, Frozen Partner Sperm or Frozen Donor Sperm (Hereinafter referred to as Material) in cryostorage in accordance with your wishes as outlined in your consent (Informed Consent for Assisted Reproduction—hereinafter referred to as ART Consent). By choosing this option you have made the decision to donate these Materials for research purposes. This document shall represent a withdrawal of your previous consent to treatment concerning your frozen Material(s) outlined in the ART Consent. The current document shall now represent your wishes for the final disposition of all of your remaining frozen Material(s).

Unless agreed to before donation, you will not be informed of the final location of your donated Material(s), and you agree not to seek such information. Further, you agree that you will receive no compensation for donation of your Material(s). By choosing this option, you acknowledge you have read and understand the above information and have had the opportunity to have any questions answered to your satisfaction by your physician and/or the staff of TTUHSC-CFRS.

Finally, by choosing this option you 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 TTUHSC-CFRS, your physician, and all employees, officers, directors, contractors and agents of such parties and 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 persons or Material(s) and damage to property) actually or allegedly resulting from or connected with the Material(s), the donation of the Material(s), the cryostorage of the Material(s) or any other matters contemplated in this agreement.