

Semen Specimen Use and Release Authorization

This signed, dated, and notarized Use and Release Authorization must be received by Fairfax Cryobank, Inc., hereafter referred to as Cryobank, before the semen specimens will be released. Notarization is not required if document is signed in the presence of a Cryobank employee.

The purpose of this Authorization is to document the Client's permission and authorization for the use of semen specimens with the intent of creating a child through fertilization and pregnancy.

This agreement also represents the authorization for frozen specimen transport. I have been fully advised and understand that there are certain inherent risks in the process of shipping and handling of the specimens during shipment, including but not limited to: loss during shipment and liquid nitrogen tank failure that may render the specimens useless. This is a rare event; however, Cryobank offers the option of having the straws or vials containing the semen shipped in separate tanks (provided that there are at least two straws or vials containing the specimen to be shipped). I am responsible for paying for the shipping costs for each tank shipped. If the shipment is to a destination outside of the United States, I am responsible for arranging for any requisite customs or other permits and, prior to shipment, I must provide Cryobank with copies of these permits or provide Cryobank with a written statement to the effect that no permits are required. I acknowledge that international shipments are subject to delay and to increased risk of damage and, consequently, an increased risk of damage to or loss of the frozen semen; I assume this increased risk. I am willing to assume all of these risks and I fully understand and accept that Cryobank, and Genetics & IVF Institute, Inc., its laboratory directors, and its laboratory personnel do not assume responsibility or liability for the transportation, condition, or survival of the frozen specimens.

I hereby authorize Cryobank to release to the name listed below any medical records and all other individually identifiable health information about me, whether or not contained in my medical records, regarding any past or present medical conditions, including but not limited to: my client account number, specimen quality, order history, and medical information. I understand that this authorization is voluntary and that if the individual or entity authorized to receive this information is not a covered entity under federal privacy regulations, the release of such information may no longer be protected by federal privacy regulations. I also understand that once this information is used or disclosed pursuant to this authorization it may be subject to re-disclosure by the name(s) above and may no longer be protected.

I agree that in the event of loss or destruction of the semen by any reason whatsoever, damages as a result thereof would be highly conjectural and speculative and would be difficult to determine. Accordingly, pursuant to § 8.7-204(2) of the Virginia uniform commercial code, I agree that in the event that my semen is lost or destroyed by virtue of negligence by Cryobank. I will be entitled to damages in the amount equal to the storage charge for the particular year in which the loss occurs, plus \$100 per vial lost (maximum compensation to me is not to exceed \$2,000.00 USD).

As part of the consideration by myself, in agreeing to ship my frozen semen to another clinic or facility, I hereby agree that any dispute arising out of this agreement or directly related to the quality of care provided by Cryobank or any of its physicians, nurses, counselors, or other personnel will be decided only through arbitration by JAMS under the JAMS Streamlined Arbitration Rules and Procedures. I further agree that any binding arbitration proceeding shall be conducted in Fairfax County, Virginia, the location of Cryobank, and agree that any arbitration proceeding shall be conducted in accordance with the laws of the Commonwealth of Virginia, including, but not limited to: standard of care issues, causation issues, damage issues, qualification of experts, and rules of evidence. I further agree that the decision of the arbitrator(s) shall be binding and final and shall be enforced in any court of competent jurisdiction. Any arbitration costs shall be borne equally between Cryobank and myself. If, notwithstanding the parties' agreement to arbitrate, any dispute becomes subject to a judicial proceeding, the parties agree to waive trial by jury.

If any action or proceeding is brought to enforce or interpret any of the provisions of this agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and other reasonable costs expended in such an action or proceeding.

I, _____ (Storage Client), hereby authorize the use of the semen specimen(s) stored at Cryobank by the Recipient named in this Authorization for the purpose of fertilization (through insemination, IVF, or ICSI) with the intention of establishing a pregnancy and creating a child.

Client Date of birth (mm/dd/yy) _____

I certify that the Recipient listed below is: **(Choose One)**

my sexually intimate partner.

a designated recipient that is not my sexually intimate partner. I understand additional donor eligibility testing may be required before the receiving clinic accepts the shipment.

Please release the semen specimen(s) to:

NAME OF RECIPIENT (Person to be inseminated/Gestational Carrier/Surrogate):

NAME OF THE CLINIC SPECIMENS ARE TO BE SHIPPED/DELIVERED TO:

ADDRESS _____

CITY _____ STATE _____ ZIP _____

CLINIC TELEPHONE _____ (E-MAIL) _____

I further authorize Cryobank to release _____ (all/number) vials of the semen specimens to the individual recipient and/or physician named above. I acknowledge that specimens will be shipped/delivered in one tank unless I request two tanks.

BY: _____ DATE _____

(Client's Signature)

Notarization is NOT required if client waived notary requirement on storage agreement or document is signed in the presence of a Cryobank employee.

BY: _____ DATE _____

(Cryobank Representative Signature)

Notary to complete:

STATE OF

COUNTY OF

Notary Public:

My Commission Expires:

Seal:

The foregoing instrument was acknowledged before me, this _____ day of _____, 2___ by

_____.

(Name of Client)

Faxed copies are accepted if the notary seal is a stamp and not embossed seal.