

Therapeutic Donor Insemination (TDI) Consent

I/We, the undersigned, hereby consent to the voluntary involvement in the procedures of the Therapeutic Donor Insemination Program (TDI) at Heartland Fertility & Gynecology Clinic (Heartland). I/We request and authorize all physicians at Heartland, to use Canadian Compliant donor semen for artificial insemination.

I/We understand that several attempts at artificial insemination may be necessary and that Heartland physicians do not warrant or guarantee conception nor that the completion of a full-term pregnancy will result from the artificial insemination. Furthermore, I/we acknowledge that pregnancy through TDI carries with it risks equivalent to those with pregnancy by natural means.

I/We understand the possible risk of fetal malformation occurring in the event of pregnancy and are aware of the availability of tests to detect some fetal malformation during pregnancy. I/We also accept the possible risk of multiple pregnancy and/or tubal pregnancy arising from these procedures.

I/We have been advised that Heartland cannot give an opinion respecting whether or not a child or children born through the TDI procedure is/are entitled to full legal rights as if conceived by natural means by the couple requesting the child resulting from TDI. I/We also acknowledge having had the opportunity to consult my/our own legal advisors in that regard.

I/We hereby agree to the following:

1. Under no circumstances shall I/we require that the name of the donor be divulged to me/us, or anyone else, and accordingly waive all rights, if any, that I/we may have as to the name and identity of the donor.
2. I/We release all physicians at Heartland, and the Heartland Fertility & Gynecology Clinic from any and all liability and responsibility of any nature whatsoever which may result from the complications of childbirth of delivery, or from birth from an infant abnormal in any

respect, or from the heredity or hereditary tendencies of such issue, or from any other adverse consequences which may arise in connection or as a result of the artificial insemination herein authorized.

3. I/We have been informed of the risks of acquiring a sexually transmitted disease from TDI and the limitations of the appropriate screening procedures and accept the risks. I/We have been advised that _____ (sperm recipient) should continue her yearly health examinations with her own physician, including a Pap smear of the cervix.
4. I/We shall refrain from bringing legal action of any kind and refrain from aiding or abetting anyone else in bringing legal action for or on account of any matter or thing which might arise out of the artificial insemination herein contemplated.
5. I/We shall indemnify all physicians at Heartland and the Heartland Fertility & Gynecology Clinic for attorney fees, court costs, damages, judgments, or any other losses or expenses incurred by him/her or for which he/she may be responsible with respect to any claim, legal action, or defense thereto arising out of the artificial insemination herein contemplated including any claim of/or legal action brought by the child or the children resulting from the artificial insemination.
6. We represent that we are married, or have been living as a couple, since _____, _____

PATIENT'S COVENANTS

I. Provision of Information to Heartland for Semen Storage

As long as I/we have purchased Donor Semen for storage at Heartland I/we hereby agree to contact Heartland at least annually to provide current information indicating our address, telephone number, and intention regarding my/our Donor Semen.

Failure to:

- contact Heartland for a period of twelve months;
- respond to a request for information from Heartland within 90 days of

receipt;

- provide a new address or forwarding address where mail is returned to Heartland as undelivered, shall constitute abandonment of my/our Donor Semen and signify my/our desire to terminate storage.

II. Payment of Fees for Semen Storage

I/We understand that there will be no storage fee for the first year of storage. Should any Donor Semen remain past the first year I/We am responsible for an annual storage fee. I/We understand that these fees are non-refundable and not prorated for partial storage intervals.

Should the annual fee for storage of our Donor Semen remain unpaid for a period of one (1) year after the first invoice is forwarded to my/our address as it is listed in my/our clinical records at Heartland, Heartland shall conclude that I/we are no longer interested in storing these specimen(s) and that non-payment of our account for one (1) year shall constitute abandonment and signify my/our desire to terminate storage of my/our Donor Semen.

III. Failure to Provide Information or Pay Fees

In the event of my/our failure to contact Heartland or to pay storage fees as set out in Sections 1 and 2 above, the Donor Semen shall become the property of Heartland.

IV. Separation and Divorce

I/We acknowledge that the fundamental intention of artificial insemination is to establish a future viable pregnancy within this relationship. I/We further acknowledge that a valid consent from both partners is required to utilize Donor Semen in any future procedure. I/We understand and confirm that in the event of legal separation and/or divorce both parties must consent to the use or disposal of the Donor Semen. If no agreement can be reached the Donor Semen shall become the property of Heartland.

V. Death of a Party

I/We acknowledge and confirm that in the event of the death of one of the partners, the Donor Semen will belong to the surviving partner.

VI. Withdrawal of Consent

I/We understand that I/we may at any time withdraw our consent.

I/We understand to withdraw my/our consent for use of Donor Semen, Heartland must be notified in writing prior to its use.

CONSENT AND ACKNOWLEDGMENT

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

1. I/We have read and understand this document and Schedule A attached hereto;
2. I/We have read and understand the written information package provided by Heartland.
3. I/We have discussed the procedures and written information provided with a Heartland physician, who has provided me/us ample opportunity to ask any questions regarding the TDI Program and has answered questions to my/our satisfaction prior to our execution of this document.
4. I/We acknowledge that while the purpose of the TDI procedure is to achieve a pregnancy, no guarantee or assurance has been made to me/us by Heartland as to the results that may be obtained by participating in the TDI Program.
5. I/We acknowledge that this document is by no means a complete record of my/our conversations with Heartland physicians and staff.
6. I/We understand and consent to my/our involvement in the TDI Program and the procedures involved therein with full knowledge of the potential risks involved as set out above and as described in patient information materials and in discussions with Heartland physicians and staff.
7. I/We are eighteen (18) years of age or older.

DATED this _____ day of _____, _____

SPERM RECIPIENT SIGNATURE

PARTNER SIGNATURE

WITNESS

WITNESS

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

DATE

PHYSICIAN SIGNATURE