

Gestational Carrier Consent

1. We, the undersigned, hereby consent to our voluntary involvement in the procedures of the Gestational Carrier program using the cryopreserved embryos of _____ and _____, which may involve treatment provided by all physicians at Heartland Fertility & Gynecology Clinic (Heartland).

2. We acknowledge the nature, purpose, and contemplated effects of the procedures so far as they affect both partners and confirm that the procedures have been fully explained to our satisfaction by the medical officer(s) concerned, and our consent is given voluntarily.

3. We acknowledge that we have read and understood the information provided to us prior to the execution of this consent. The details of the procedure have also been explained to us, including the length of time they will take, the frequency with which the procedures will be performed, an indication of any discomfort that may be expected.

4. We are aware that, following successful embryo thawing, no more than _____ embryos will be transferred to the uterus.

5. In order to minimize the chances of transmitting any disease, Heartland has performed certain examinations and tests on the biological parents. We understand that not all communicable diseases or infections can be determined by such testing, and we accept such risk.

6. We have decided to proceed notwithstanding that Heartland has discovered the following through its testing of the biological parents:

7. We understand that to reasonably prevent the transmission of infectious diseases to the infant, we must undergo a physical examination as well as blood tests for syphilis, HIV and hepatitis, and we agree to do so.

To the best of our knowledge and belief, we do not:

- I. currently have AIDS or are HIV positive;
- II. use or ever used intravenous drugs;
- III. have or ever had sexual partners that were infected with AIDS, were HIV positive, exposed to HIV, or in a high risk category with respect to the possible contraction of the HIV virus.

8. We understand that, while the purpose of these procedures is to establish a viable pregnancy, it has also been explained that no guarantee of success can be given.

9. 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.

10. We are aware of the availability of tests to detect some fetal malformation during pregnancy. We have been advised to discuss issues related to detection of fetal malformation and the possibility of pregnancy termination with the biological parents.

11. We agree to absolve, release, indemnify, protect and hold harmless Heartland, its officers, directors, agents and employees, from any and all liability for any claims and/or damages, including legal fees, arising from any adverse outcome, however remote, resulting from treatment including but not limited to 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

WITHDRAWAL OF CONSENT

We understand that we may at any time withdraw our consent to undergo any procedure with respect to our participation in the Gestational Carrier program.

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 OUR EXECUTION OF 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 discussed the procedure with a Heartland physician, who has provided us ample opportunity to ask any questions and have them answered to our satisfaction prior to our execution of this document.
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 Gestational Carrier Program and has answered our questions to our satisfaction prior to our execution of this document.
4. We understand that there are no legislative laws in the Province of Manitoba dealing with Gestational Carriers and, therefore, we have been advised to seek the advice of legal counsel with respect to our legal rights and obligations. As of the date of executing this consent we confirm that we have had mandatory independent legal council and psychological counseling.

5. We understand that if child is born as a result of this procedure it is our intention that such child or children shall be the offspring of _____(biological parents).
6. We acknowledge that no consideration, monetary or otherwise, directly or indirectly, is being given to the Gestational Carrier or her partner or any other party and no future payment is contemplated.
7. 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.
8. We have decided to participate in the Heartland Gestational Carrier Program and consent to the procedures and treatments described in the patient information package and in discussions with Heartland staff.
9. We acknowledge that this document is by no means a complete record of our conversations with Heartland physicians and staff.
10. We are giving this consent freely and without pressure or coercion.
11. We are eighteen (18) years of age or older

DATED this _____ day of _____, _____

SIGNATURE

SIGNATURE

WITNESS

WITNESS

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

DATE

PHYSICIAN SIGNATURE