



Female Name: _____ Female ID#: _____

Partner Name: _____ Partner ID#: _____

Address: _____

We (I), the undersigned, request, authorize and consent to the performance of one or more Therapeutic Donor Insemination(s) with sperm from an anonymous donor, by Hudson Valley Fertility (HVF), and as appropriate, its employees, contractors, consultants and authorized agents.

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The use of an anonymous sperm donor for use for artificial insemination or assisted reproductive technologies, its risks, benefits, and alternatives have been explained to us (me) by the staff of Hudson Valley Fertility, (HVF), and as appropriate, its employees, contractors, consultants and authorized agents. The process involves obtaining the necessary sperm from a donor who shall not be advised of our (my) identity, nor shall we (I) ever be advised of the identity of the donor unless we (I) have purchased sperm from a bank with donors who are willing to be identified in the future.

We (I) agree that an anonymous sperm donor will be selected by us (me) and we (I) bear responsibility for that choice including disclosure of any medical history or special circumstances that may be important in donor selection. We (I) understand and agree that we may only purchase anonymous donor sperm from a commercial sperm bank that has met selection criteria set forth by Hudson Valley Fertility (HVF). We (I) further understand that Hudson Valley Fertility (HVF), does not test or screen these donors in any way and that process is the sole responsibility of the sperm bank from which we (I) purchase the specimens.

We (I) consent to any blood tests, infectious disease or genetic testing and any other tests, interviews or screening required for donor insemination. We (I) understand that the cost of this testing will be born by us (me).

We (I) understand that donors are screened for infectious diseases, genetic diseases and family history of transmissible diseases. In spite of this screening, we (I) understand that there is, nonetheless, a risk that these diseases or conditions may be transmitted to the sperm recipient, her partner and/or a child.

We (I), agree to notify Hudson Valley Fertility (HVF), of any genetic disease that occurs in a child conceived by these inseminations. We (I) understand that there is no guarantee that the use of anonymous donor sperm will result in a pregnancy. We (I) further understand that within the normal human population a certain percentage (approximately 2%) of children are born with physical or mental defects and that the occurrence of such defects is beyond the control of physicians. We (I) therefore understand and agree that Hudson Valley Fertility (HVF) and as appropriate, its physicians, employees, contractors, consultants and authorized agents do not assume responsibility for the physical and mental characteristics of any child or children born as a result of the use of anonymous donor sperm. We (I) also understand and accept that any pregnancy carries with it the risk of obstetrical complications and/or spontaneous abortion.

We (I) also understand that Hudson Valley Fertility (HVF), and/or sperm banks providing anonymous donor sperm samples, make best efforts to record the number of offspring of any given donor but that a small risk of inadvertent consanguinity (intermarriage between siblings) exists when children are born to different parents in the same geographic area.

As appropriate, it is further agreed that from conception, I _____, **(insert name of partner if applicable, write N/A for single woman)** as husband/ partner, accept the act of insemination as my own and agree:

- a. That such child or children conceived or born shall be considered to be my legitimate children and heirs of my body and
- b. That I hereby waive forever any right which I might have to disclaim or omit the child or children as my legitimate heir or heirs, and
- c. That such child or children conceived or born shall be considered to be in all respects, including descent and distribution of my property, a child or children of my body.
- d. That I may be contacted periodically to verify my continued consent to participate in this treatment.

We (I) further agree, jointly and severally, that we (I) will not seek support for the child or children, or any other payment from the donor, physician, or Hudson Valley Fertility (HVF), its employees, contractors, consultants and authorized agents. We further agree that, if the child or children should seek support or any other payment from the donor, the physician, Hudson Valley Fertility (HVF), its employees, contractors, consultants and authorized agents, we will indemnify and hold harmless the donor, the physician, Hudson Valley Fertility (HVF), its employees, contractors, consultants and authorized agents.

We (I) understand and agree that pregnancy and birth of a child or children may result from our (my) participation in treatment and services at Hudson Valley Fertility (HVF). We (I) understand and agree that Hudson Valley Fertility (HVF), cannot advise us (me) about the legal relationships or obligations that will result from a pregnancy or birth from participation in these services. We (I) understand and agree that we (I) should consult with an attorney of our (my) own choice to determine our (my) legal rights and obligations regarding any pregnancy or birth resulting from participation in these services. We (I) release, indemnify, and hold harmless Hudson Valley Fertility, (HVF), its employees, contractors, consultants, and authorized agents from any and all liability, costs, expenses and attorneys' fees regarding our (my) legal rights and obligations regarding a pregnancy or birth which occurs from participation in this program. We (I) voluntarily consent to participation in these services and to the legal rights and obligations that result.

We (I) understand that compliance with recommendations of Hudson Valley Fertility (HVF), is necessary to optimize the chances for successful treatment. We (I) agree to comply with those requirements. We (I) also understand that some tests, studies or procedures which are part of this treatment must be performed Hudson Valley Fertility, (HVF), or another qualified Reproductive Medicine Center. Those requirements have been discussed with us (me) and we (I) agree to follow them. We (I) understand and agree that if we (I) do not follow recommendations of Hudson Valley Fertility, (HVF), or comply with requirements for treatment, Hudson Valley Fertility, (HVF), may elect to discontinue our (my) participation in treatment or services at Hudson Valley Fertility, (HVF), . If our (my) participation is discontinued for this reason, we (I) agree that Hudson Valley Fertility, (HVF) will have no liability or further obligation to us.

We agree and consent that the partner signing this consent will be contacted periodically by phone, mail or during visits to Hudson Valley Fertility, (HVF), to verify his/her continued participation and consent to this treatment and that he/she may withdraw his consent at any time by notifying Hudson Valley Fertility, (HVF), in writing.

Transport of Samples to Hudson Valley Fertility, (HVF), and Ongoing Storage

Hudson Valley Fertility, (HVF), and, as appropriate, its employees, contractors, consultants and authorized agents, agrees to provide its best efforts to receive the cryopreserved donor sperm in a container provided by the commercial sperm bank. This receipt will be performed consistent with written directions provided by that commercial sperm bank. Hudson Valley Fertility, (HVF), shall *not* be responsible for the safety, physical integrity or identity of the cryopreserved material prior to its arrival at Hudson Valley Fertility, (HVF)

I (we) am (are) aware that the transporting of cryopreserved donor sperm involves certain risks to that material, and if any of this donor sperm thaws during transport, it may be damaged or destroyed. I (we) further understand and agree that we must only order samples for receipt by Hudson Valley Fertility, (HVF), by appointment only on specific days of the work week and that failure to follow instructions provided may result in damage to or destruction of the samples and additional costs.

I (we) agree to accept any and all costs and risks involved in the transporting of the cryopreserved donor sperm. I (we) hereby release Hudson Valley Fertility, (HVF) , its employees, contractors, consultants and authorized agents from any and all responsibility for the safety and integrity of the cryopreserved donor sperm, prior to the possession and control of Hudson Valley Fertility, (HVF). I (we) acknowledge that Hudson Valley Fertility, (HVF), makes no guarantees as to the security or method of the packing or transfer method, to the safe thawing of the cryopreserved donor sperm, conception rates or to a successful pregnancy. Since Hudson Valley Fertility, (HVF), did not process this material initially, it cannot be held responsible for errors that may have occurred in sample identification or handling prior to arrival at Hudson Valley Fertility, (HVF). I (we) have carefully read this agreement and fully understand its contents. I (we) am (are) aware that this form is a release of liability, and I (we) sign it of my (our) own free will.

We (I) understand the confidentiality of medical records, including any photographs, X-rays or recordings, will be maintained in accordance with applicable state and federal laws. We (I) may request our records be released to other physicians. Data from our ART procedure (if applicable) will also be provided to the Centers for Disease Control and Prevention (CDC). The 1992 Fertility Clinic Success Rate and Certification Act requires that CDC collect data on all assisted reproductive technology cycles performed in the United States annually and report success rates using these data. Because sensitive information will be collected on us (me), CDC applied for and received an "assurance of confidentiality" for this project under the provisions of the Public Health Service Act, Section 308(d). This means that any information that CDC has that identifies us (me) will not be disclosed to anyone else without our (my) consent.

We (I) expect this procedure to be performed with not less than the customary standard of care. We (I) understand the risks and benefits as outlined, and further understand and agree that Hudson Valley Fertility, (HVF) , shall be responsible only for acts of negligence on its part and the part of its employees, contractors, consultants and authorized agents.

We (I) have had the opportunity to review this treatment and ask questions of our (my) physician concerning alternative options to Therapeutic Donor Insemination, including adoption and no treatment, in an effort to help us overcome our (my) infertility.

The nature of Therapeutic Donor Insemination has been explained to us (me), together with the known risks. We (I) understand the explanation that has been given to us. We (I) have had the opportunity to ask any questions we (I) might have and those questions have been answered to our (my) satisfaction. Any further questions may be addressed to Dr. Daniel Levine at Hudson Valley Fertility, (HVF) 845-765-0125. We (I) acknowledge that Therapeutic Donor Insemination is being performed at our (my) request and with our (my) consent. We (I) understand, agree and acknowledge that we (I) are (am) not married to individuals who are not parties to this informed consent.

Note: Each signature must be witnessed separately

_____/_____/_____
Date Female Signature Witnessed By

_____/_____/_____
Date Partner Signature *If no partner, write N/A Witnessed By

Physician Signature:

This consent has been discussed with the patient and her partner, if any.

_____/_____/_____
Date Physician Signature