**CRYOPRESERVATION OF SPERM AND/OR TISSUE CONTAINING SPERM CONSENT**

**TO THE PATIENT:**

**PLEASE TAKE THE OPPORTUNITY TO SPEAK WITH YOR HEALTHCARE PROVIDERS AND REQUEST INFORMATION ON YOUR CONDITION, THE RECOMMENDED TESTING AND PROCEDURES, ALTERNATIVE PROCEDURES AND THE RISKS AND BENEFITS OF THE PROPOSED CRYOPRESERVATION (FREEZING) OF SPERM (MALE GAMETES) FOR TREATMENT OF INFERTILITY. BY FRANK AND OPEN DISCUSSION WITH YOUR HEALTHCARE PROVIDERS, YOU WILL BE AFFORDED THE OPPORTUNITY TO PARTICIPATE IN THE DECISION MAKING PROCESS CONCERNING YOUR TREATMENT.**

This is a consent form related to the cryopreservation and disposition of sperm and/ or tissue containing sperm (male gametes) as a result of our participation Texas Reproductive Center, LLC.

I (We) (Patient)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and (Partner)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the undersigned, request and authorize Fort Worth Fertility, P.A. Texas Reproductive Center, LLC. to cryopreserve my (our) sperm and/ or tissue containing sperm. I (we) wish that sperm and/ or tissue containing sperm be cryopreserved so that they may be thawed at a later time for the purpose of fertilization of oocytes and establishing pregnancy.

**Risk of loss in freezing and thawing:**

I (we) understand that there is no guarantee that sperm and/ or tissue containing sperm will survive the freeze/ thaw process, not that a pregnancy will occur with sperm and/ or tissue containing sperm that have been frozen and thawed. We also understand that mechanical failure or human error can occur at any point in the process which would result in loss of sperm and/ or tissue containing sperm. We accept the risk of mechanical failure and human error and release Fort Worth Fertility, P.A., Texas Reproductive Center, LLC and our physician(s) from liability or damages resulting from any loss of sperm/ or tissue containing sperm due to subsequent transportation, storage, handling, mechanical failure and/ or non-negligent human error.

**Joint disposition:**

 I (we) understand that the sperm and/ or tissue containing sperm are subject to my (our) joint disposition as limited by the conditions stated below in this form, and that all

decisions about their disposition, within those limits, must be joint decisions, except to the extent that disposition may be affected by applicable law or by court decision. I (we) understand that we can jointly change the directions for future disposition contained in this form at any time by signing a new consent form incorporating any new disposition acceptable under Texas Reproductive Center, LLC.

**Use of thawed sperm and/ or tissue containing sperm:**

I (we) understand that when cryopreserved sperm and/ or tissue containing sperm, it is the intent of all parties to enable those sperm and/or tissue containing sperm thawed for the purpose of fertilization of oocytes and establishing pregnancy at a later time. However, there may be future circumstances that make me (us) unable or unwilling to undergo such procedures, or that make it impossible or medically inadvisable for my (our) physician(s) to proceed with such procedures. We understand that Texas Reproductive Center, LLC. is not obligated to proceed with the use of sperm and/or tissue containing sperm for the purpose of fertilization of oocytes and establishing pregnancy if on the basis of reasonable medical judgment or new scientific evidence, it concludes that the risks of sperm and/or tissue containing sperm thawed for the purpose of fertilization of oocytes and establishing pregnancy outweigh the benefits.

**Discard of sperm and/or tissue containing sperm only as last resort:**

I (We) understand that Texas Reproductive Center, LLC does not intend to thaw potentially viable sperm and/or tissue containing sperm for the purpose of discard without proper authorization. Texas Reproductive Center, LLC will make reasonable and diligent efforts to locate all parties to obtain proper authorization. If after reasonable and diligent efforts to locate all parties fail, and/or if the designated person(s) becomes unable or unwilling to assume financial responsibility for the frozen sperm and/or tissue containing sperm, Texas Reproductive Center, LLC; at a last resort, may discard potentially viable frozen sperm and/or tissue containing sperm.

**Discard of sperm and/or tissue containing sperm as a dispositional option:**

I (We) understand that Texas Reproductive Center, LLC may discard sperm and/or tissue containing sperm without reasonable and diligent efforts to locate all parties to obtain proper authorization if clearly indicated as a dispositional alternative for frozen sperm and/or tissue containing sperm.

**Disposition of sperm and/or tissue containing sperm:**

I (We) understand that this consent form is an agreement between myself (ourselves), Texas Reproductive Center, LLC and the physician(s) providing treatment concerning disposition of frozen sperm and/pr tissue containing sperm if the following events occur:

1. In the event of death of Partner, I (we) wish the frozen sperm and/or tissue containing sperm to be:

 \_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_ (initials) Preserved for the disposition by the Patient

 \_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_ (initials) Discarded

1. In the event of the death of the Patient, I (we) wish the frozen sperm and/or tissue containing sperm to be:

\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_ (initials) Preserved for the disposition by the Partner

\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_ (initials) Discarded

1. In the event of death of both Partner and Patient, I (we) wish the frozen sperm and/or tissue containing sperm to be:

\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_ (initials) Preserved for the disposition of my (our) estate

\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_ (initials) Discarded

1. In the event of my (our) divorce, I (we) wish the frozen sperm and/or tissue containing sperm to be:

\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_ (initials) Preserved for the disposition by the Partner

\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_ (initials) Preserved for the disposition by the Patient

\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_ (initials) Discarded

**Divorce or death of spouse:**

In the event of divorce or the death of either spouse, the spouse given dispositional authority over frozen sperm and/or tissue containing sperm by this agreement shall have the same dispositional rights that Texas Reproductive Center, LLC has under this agreement, including the right to withdraw from Texas Reproductive Center, LLC. These dispositional rights are subject to all guidelines of Texas Reproductive Center, LLC.

**Storage of sperm and/or tissue containing sperm:**

I (We) understand that we may store frozen sperm and/or tissue containing sperm for an indefinite period of time if financial obligations are met and I (we) so instruct Texas Reproductive Center, LLC. To assure continued storage of our frozen sperm and/or tissue containing sperm, I (we) must inform Texas Reproductive Center, LLC to continue storage at least once a year. Texas Reproductive Center, LLC reserves the right to discard frozen sperm and/or tissue containing sperm if a written request for further storage has not been received and after reasonable and diligent efforts to locate all parties fail.

**Voluntary withdrawal of frozen sperm and/or tissue containing sperm:**

I (We) understand that I (we) have the right at any time to withdraw from Texas Reproductive Center, LLC and remove my (our) frozen sperm and/or tissue containing sperm to another storage facility of my (our) choice. I (we) understand that in the event of withdrawal and transfer of sperm and/ or tissue containing sperm to another facility, I (we) assume the risk of any loss of sperm and/or tissue containing sperm that may occur in the process of transfer or in the subsequent storage and handling of my (our) frozen sperm and/or tissue containing sperm, including any reduction in the chance of successfully establishing pregnancy. I (We) hereby Texas Reproductive Center, LLC and our physician(s) from any liability or damages resulting from any subsequent transportation, storage and handling of my (our) frozen sperm and/or tissue containing sperm after withdrawal from Texas Reproductive Center, LLC.

**Termination of the Program at Texas Reproductive Center, LLC:**

I (We) understand that Texas Reproductive Center, LLC reserves the right to terminate its participation in cryopreservation of sperm and/or tissue containing sperm. In this event, all reasonable efforts will be made to arrange transfer of frozen sperm and/or tissue containing sperm to an IVF program or storage facility that is acceptable to me (us). In the absence of directions from me (us) concerning transfer of frozen sperm and/or tissue containing sperm to another IVF program or storage facility, Texas Reproductive Center, LLC will select another IVF program or storage facility for continued storage of my (our) sperm and/or tissue containing sperm. Texas Reproductive Center, LLC will pay the expenses that arise from transfer to and storage at another storage facility for up to one year. I (We) understand that I (we) will then be responsible for contracting with the new program or facility for further storage of my (our) sperm and/or tissue containing sperm, and will be subject to any limitations which that program or facility places on storage of sperm and/or tissue containing sperm, including discard of sperm and/or tissue containing sperm for nonpayment of storage fees.

**Risk of abnormalities:**

I (We) understand that extensive animal data and limited humans studies do not reasonably indicate at the present time that children born as the result of freeze/thaw sperm and/or tissue containing sperm experience a higher or lower rate of abnormalities due to IVF or due to the freeze/thaw process. However, I (we) understand that until very large numbers of children have been born following freezing/thawing of sperm and/or tissue containing sperm, it is not possible to be sure that the rate of abnormalities is different from the normal rate. Amniocentesis or other prenatal tests may detect some but not most abnormalities that affect children. I (we) accept these risks and acknowledge that any abnormality of a child born as a result of freezing/thawing of sperm and/or tissue containing sperm is not the responsibility of Texas Reproductive Center, LLC.

**Charges and address change:**

I (We) understand that the freezing and thawing process is intricate and time consuming and accept the responsibility for all related expenses and storage fees. I (We) agree to advise the Texas Reproductive Center, LLC of any change of address within three months of such change.

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***Texas Reproductive Center, LLC.***

**IMPORTANT: YOU ARE MAKING DECISIONS ON THE FREEZING AND DISPOSITION OF SPERM AND/OR TISSUE CONTAINING SPERM TEXAS REPRODUCTIVE CENTER, LLC. YOU SHOULD NOT SIGN UNTIL YOU UNDERSTAND ALL THE INFORMATION IN THE PREVIOUS PAGES AND UNTIL ALL OF YOUR QUESTIONS RELATED TO THE PROGRAM HAVE BEEN ANSWERED TO YOUR SATISFACTION.**

By signing below, I (we) understand and agree to the terms and statement within this document.

Patient Name: Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **(Print)**

SS# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Partner Name: Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(Print)**

SS# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Name: Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_