

## **CONSENT/ AGREEMENT TO PERFORM ARTIFICIAL INSEMINATION USING SPERM FROM A KNOWN DONOR**

I/We, \_\_\_\_\_ and legal spouse \_\_\_\_\_, hereafter referred to as recipient, both of legal age, knowingly and willingly authorize the Fertility Center of California, hereafter referred to as FCC, to analyze, process and ship if necessary, freeze, thaw and prepare one or more semen samples from \_\_\_\_\_, hereafter referred as known donor, whom we willingly and knowingly selected as a known donor, authorize \_\_\_\_\_, M.D., hereafter referred as physician, to perform one or more artificial inseminations (AI) for the purpose of achieving a pregnancy.

All the parties whose names are mentioned above and whose signatures are shown below willingly and voluntarily understand and agree to the following:

1. The recipient of semen and her husband, if married, has chosen the known donor and knows the identity of the semen donor and his spouse, if married.
2. Either the recipient and/or known donor of semen could be single (not legally married). In this case, the recipient and/or known donor of semen is (are) stating that as of the date mentioned below she and/or he is/are not legally married. Thus there will be no signature at the end of this agreement for spouse of either recipient and/or known donor of semen. The recipient and/or known donor would then write not married in the space (name: \_\_\_\_\_) of spouse.
3. The spouse, if married, of both known donor and recipient now, agree to perform one of multiple AI and that a child could result from such AI.
4. Semen samples collected from known donor \_\_\_\_\_ will only be used to artificial inseminate \_\_\_\_\_. Unused samples will be either disposed of or stored at FCC if storage fees are paid on time.
5. Both known donor and spouse, if any, have considered the emotional complications of such AI procedure and relinquish any and all claims to or jurisdiction over offspring/child that might result from such AI procedures.
6. In accordance with procedures and guidelines established by FCC and with the assistance of the known donor, FCC shall receive semen from the known donor, identify, test and process these semen samples for analysis, freezing, storage, shipping (if necessary) and/or for AI.
7. Recipient and known donor shall indemnify FCC and its employees for any attorney's fee, court costs, damages, judgments, or any other losses or expenses incurred by him (them) or for which he (they) may be responsible with respect to any claim, legal action, or defense thereto, arising out of the AI herein contemplated including any claim of or legal action brought by the child or children resulting from the AI 8. Recipient, known donor and spouse understand that even though the insemination may be repeated as often as recommended by physician, there is no guarantee on his/her part or FCC part of assurance that pregnancy will result. Thus, known donor will collect and transfer to FCC as many samples necessary as determined by physician. These samples will be kept in storage and either known donor or recipient will pay for such storage fees.
8. Recipient, known donor and spouse are also aware that there are potential risks associated with the use of fresh and/or frozen known donor semen. Frozen semen specimens undergo a period of at least 180 days quarantine by FCC, whereby the known donor is retested for communicable diseases include but not limited to AIDS. This makes it unlikely, using today's acceptable and



available testing procedures of detection, that the known donor's semen samples being used after the quarantine period were infected at the time of donation. Known donor will be screened initially and at 3 month intervals, or 6 months after collection of last specimen if specimens are collected within a few weeks, while serving as a known donor for various conditions or diseases including but not limited to blood group and Rh, Hepatitis B surface antigen, Hepatitis B core antibody, Hepatitis C antibody, serology for Syphilis, CMV screening, HIV (AIDS), HTLV, Chlamydia and Gonococcus. We understand that even with extensive testing, known donor is exposed to the risk as well. Weighing these considerations, we, recipient and spouse, have made the decision to use \_\_\_\_\_ (choose and write either frozen semen quarantined for 180 days; or fresh and/or frozen semen not quarantined) from the know donor for AI purposes.

9. Recipient, known donor, and spouse understand that if pregnancy shall result there is a possibility of complication of childbirth or delivery, or birth of an abnormal infant or infants of undesirable hereditary tendencies of such issue, or other adverse consequences. We further understand, and have been advised by FCC in the presence of each other as to potential psychological implications that the birth of a child or children through AI procedure may have on both their relationship and the child or children. We specifically release FCC from any and all liability and responsibility of any nature whatsoever that may result from the birth of an infant or infants abnormal in any aspect and further release FCC from any and all liability and responsibility whatsoever from any psychological consequences that the procedure may have on the relationship or recipient and her spouse and known donor and his spouse. Such releases are not specific, given by male partner and female partner in this instrument.
10. Recipient and spouse acknowledge their obligation to care for and support and educate and otherwise treat and consider any child born as a result of such AI in all respects as though it were their natural child. Neither of them shall ever allege in any proceeding that the child or children is other than legitimate, and the recipient and her spouse acknowledge that the child shall be the lawful child of both the mother (recipient) and male partner (husband), and that neither of them shall assert a contrary position in any subsequent proceeding.
11. Recipient, known donor and spouse shall refrain from bringing legal action of any kind against FCC, its owner or employees, and refrain from aiding or abetting anyone else in bringing legal action against FCC, its owners or employees for or on account of any matter or thing which might arise out of the AI herein authorized.
12. All people mentioned above (recipient, known donor and their spouses) further acknowledge that they have carefully read this document, that the procedure to be followed has been carefully explained to them and that they have had full opportunity to think about all the issues involved and addressed all concerns prior to signing or engaging in AI. They have been asked if they have any questions and that all questions have been answered satisfactorily. Recipient and her spouse acknowledge that the following possible methods of obtaining children have been explained to them: (1) Adoption, (2) Assisted Reproduction.
13. All people mentioned above (recipient, known donor and their spouses) each acknowledge that they understand the medical and other terms in this document.
14. This agreement contains 15 paragraphs (1-15) and is 3 pages long. The contents, application of and/or interpretation of this agreement are governed by the laws of the State of California.



**Recipient and her Legal Spouse (if applicable):**

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

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

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

Address: \_\_\_\_\_

**Known Donor and his Legal Spouse (if applicable):**

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

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

Address: \_\_\_\_\_

**Physician:**

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

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

**FCC Representative:**

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

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

Title: \_\_\_\_\_

**Submit Form**

