

**CONSENT TO ASSISTED REPRODUCTIVE TECHNOLOGIES (ART)
USING DONOR SPERM**

The undersigned (“I” or “we”) hereby requests and authorizes Dr. _____ (the Doctor) to perform ART procedures using semen collected from donors by Xytex Corporation (“Xytex”). In order to induce the Doctor, Xytex and its authorized distributors to render the services requested under this Agreement, I agree as follows:

1. I understand that several attempts at ART may be necessary and that neither the Doctor, Xytex nor its authorized distributors warrants or guarantees that pregnancy or full-term pregnancy will result from procedures.
2. The Doctor has advised me, in the presence of his/her assistants, as to the potential psychological implications that the birth of a child or children through ART procedures using donor sperm may have on me, on future and present partner relationships, and on the child or children.
3. The Doctor has advised me, in the presence of his/her assistants, as to the possibility of transmission of genetic or infectious diseases through human semen. Human semen may transmit infectious or genetic disease regardless of its evaluation prior to use in assisted reproduction. Xytex has informed me of the testing performed on the donor I have selected. I understand that neither the Doctor, Xytex nor its authorized distributors warrants or guarantees the donor semen is free of infectious or genetic disease. Xytex shall be required to make only such additional investigations concerning the donor as shall, in the sole discretion of Xytex, appear reasonable or necessary.
4. Xytex has provided me with a general description of certain physical attributes of the donor (the qualifications). I understand that neither the Doctor, Xytex nor its authorized distributors warrants or guarantees the qualifications of the donor and that, in determining whether the donor meets the qualifications requested by me, Xytex shall be required to make only such additional investigations concerning the donor as shall, in the sole discretion of Xytex, appear reasonable or necessary.
5. Under no circumstances will I require the name of the donor of the semen to be divulged to me or anyone else, and I forever waive all rights, if any, that I may have as to the name, identity, or any additional information of any kind concerning the donor unless I am participating in the ID Disclosure (patient must fill OUT and return the ID Disclosure Consent form and register birth with Xytex to be eligible) and the offspring has reached the age of 18.
6. I release the Doctor, Xytex and its authorized distributors from any and all liability and responsibility of any nature which may result from the complications of childbirth or delivery, from the hereditary tendencies of such issues, or from any other adverse consequences which may arise in connection with or as a result of the ART procedure.
7. I shall refrain from bringing legal action of any kind and shall refrain from aiding or abetting anyone else from bringing legal action for or on account of any matter or thing that may arise out of the ART procedure.
8. I shall indemnify the Doctor, Xytex and its authorized distributors for Attorney’s fees, court costs, damages, judgments, or any other losses or expenses incurred by him/her or it with respect to any claim or legal action brought by the child or children resulting from the ART procedure.

IN WITNESS WHEREOF, I have executed this Agreement of this ____ day of _____, 20__.

Signature of the Patient

Signature of Patient’s Spouse, if applicable

Printed Name

Printed Name

ADDRESS:

ADDRESS:

Witness

Witness