

MEMPHIS FERTILITY LABORATORY, INC.

80 Humphreys Center, Suite 307

Memphis, Tennessee 38120

(901) 747-2229

CONSENT TO CRYOPRESERVATION (FREEZING) AND/OR STORAGE OF SPERM

1. I (*your name*), _____ wish to use the services and facilities of the Andrology Laboratory at Memphis Fertility Laboratory, Inc. (MFL) for collecting, freezing, storing and/or keeping custody of my sperm for my future use in fertility treatments, on the conditions set forth in this agreement.
2. I hereby consent and agree that the employees of MFL, under the supervision of the Laboratory Director of MFL, shall have such authority and control over, and access to, my sperm as may be necessary for the performance of their duties, relative to the freezing and custody of my sperm.
3. I understand that the freezing of sperm will decrease its fertilization potential and adversely affect the percentage of motile sperm, and that such risks are inherent in the freezing and storage process, and are beyond the control of MFL. No representations have been made to me concerning the fertility or other condition of my sperm repositied with MFL.
4. I hereby release MFL, its' agents, servants, or employees from any injury or damage, known or unknown, that might result should my frozen sperm cease to be viable while in the custody of MFL, its agents, servants, or employees.
5. I acknowledge and agree that in the event of loss, damage or destruction of the sperm for any reason whatsoever, except as provided in paragraph 4 above, my actual damages as a result thereof would be impracticable or extremely difficult to determine. Accordingly, I agree that in the event any or all of my stored sperm are lost, damaged or destroyed for any reason, including, without limitation as a result of MFL's negligence, I shall be entitled to liquidated damages in the amount equal to the storage fee paid for the term of the storage agreement in which such loss, damage or destruction occurred.
6. I further release MFL, its' agents, servants, or employees from all liabilities arising out of or attributable to any claim made on behalf of myself, my spouse (or partner) and any infant conceived with my sperm, who is born with birth defects or diseases.
7. I may obtain my sperm from MFL at any time upon 14 days advance written notice, provided that all amounts due from me are paid in full, including any packing, shipping or similar charges that may be incurred for transferring or transporting the sperm to another location, as directed by me.
8. I am aware and understand that the long term safety or viability of cryopreserved sperm is unknown. It has been recommended to me that stored sperm be thawed and used in fertility treatments within 5 years of cryopreservation.

Initials: _____

9. I understand that I must elect one of the options below for designation of stored sperm prior to cryopreservation. If I do not execute an Extension of Storage form pursuant to paragraph 10 below or do not thaw and use or otherwise obtain all stored sperm within one year of the date of cryopreservation, then I hereby authorize and direct that the action marked below be taken, and I hereby consent thereto (*initial next to your choice and cross out the other*):

_____ a) donate the sperm for research by The University of Tennessee Health Science Center (UTHSC). Any research performed shall be with the prior approval of the UTHSC Institutional Review Board and shall be conducted pursuant to applicable federal and state guidelines. Research on sperm will not be conducted that results in conception. This designation releases any or all rights I may have in the cryopreserved sperm and any cell lines, intellectual property, or royalties that may be derived from such work. Sperm remaining unused may be thawed and disposed at the discretion of the Laboratory Director in accordance with applicable federal and state law.

_____ b) thaw and dispose of all stored sperm. This designation allows MFL to dispose of sperm in a manner consistent with applicable federal and state law one year from the date of cryopreservation or the current extension period.

10. Before the one year storage period has expired, I may request an extension of sperm storage for any remaining stored sperm. The extension will allow sperm storage for another year as well as any change in sperm designation. A completed Extension Of Storage form must be signed and notarized by me and must be accompanied by the payment of the annual storage fee. The Extension Of Storage form must be returned on or before the expiration of the one year storage period.

11. In the absence of a valid Extension of Storage form, I understand and agree that stored sperm remaining at the expiration of the current one year storage period will be considered abandoned and disposed of in accordance with my designated option selected in paragraph 9 above. I acknowledge and agree that I bear the sole responsibility for monitoring the one year time period and requesting any extension of storage. I further understand and acknowledge that no further attempts will be made by MFL to contact me and ascertain my wishes regarding the stored sperm. I understand that this consent form will constitute the only notification regarding expiration of storage.

12. If I should die or become mentally incompetent while any of my stored, cryopreserved sperm are still in possession of MFL, I hereby authorize, direct and consent to the taking of the action I have marked below, and I hereby consent thereto (*initial next to your choice and cross out the others*):

_____ a) my surviving, mentally competent and legal spouse at the time of my death or incompetence shall have authority to direct sperm usage or storage;

_____ b) donate all stored sperm to UTHSC for research purposes as described in 9a above; or

_____ c) thaw and dispose of all stored sperm in accordance with applicable federal and state law.

13. I fully understand that insurance coverage for any or all of the above procedures may not be available and that I will be personally responsible for the expenses of this treatment and the annual storage fee. The expenses may consist of hospital charges, laboratory charges and/or physician professional fees.

14. I understand that all information about me or my spouse obtained during the program will be handled confidentially and that neither our identities nor specific medical details will be revealed without our consent. Specific medical details may be revealed in professional publications as long as our identities are concealed.

Initials: _____

15. I understand it is our responsibility that MFL be supplied with any change in mailing address. My current mailing address is:

(street) _____

(city, state, zip) _____

16. I acknowledge that I have fully reviewed and comprehend the contents of this Consent Form. The nature of sperm cryopreservation has been explained to me, together with the known risks. I understand the explanation that has been given me and that there may be unknown risks. I have had the opportunity to ask any questions I might have and those questions have been answered to my satisfaction. I acknowledge that sperm cryopreservation and/or storage is being performed at my request and with my consent. I acknowledge and affirm that I have given my consent and entered into this agreement without coercion or compulsion and of my own free will.

Signature of Patient

Date

Laboratory Director
Memphis Fertility Laboratory, Inc.

Date

Initials: _____