

MEMPHIS FERTILITY LABORATORY, INC.

80 Humphreys Center, Suite 307

Memphis, Tennessee 38120

(901) 747-2229

AGREEMENT TO CRYOPRESERVATION (FREEZING) and STORAGE OF SPERM

1. I (*your name*), _____, wish to use the services and facilities of the Andrology Laboratory at Memphis Fertility Laboratory, Inc. (MFL) to collect, test, identify, package, cryopreserve (freeze), and the short-term storage of my sperm in the usual facilities maintained for that purpose, on the conditions set forth in this Agreement. This Agreement also applies if I wish to test, identify, package, cryopreserve, and/or store sperm from a donor of which I have ownership.
2. I understand that MFL will only store my sperm for a short term (temporary) period of less than one year from the date of cryopreservation. My purpose for sperm storage is (*choose one*):
 _____ temporary storage (up to one year) for upcoming fertility treatment (see paragraph 3), or
 _____ long term storage (greater than one year) for fertility preservation (see paragraph 4).
3. If my sperm is cryopreserved and stored for the purposes of upcoming fertility treatment procedures at Fertility Associates of Memphis (FAM), the following will apply:
 - a) I give permission to MFL to discard my unused sperm at the one-year anniversary of cryopreservation. This designation allows MFL to dispose of sperm in a manner consistent with applicable federal and state law.
 - b) I understand that if I wish to continue storage of my unused sperm beyond the one year anniversary, I must contact MFL before the one-year anniversary of cryopreservation. I understand and acknowledge that my sperm will be shipped to ReproTech, Ltd. (RTL) in Mesquite, Texas pursuant to paragraph 4 below.
4. If my sperm is cryopreserved for the purposes of fertility preservation, I agree that all of my stored sperm will be immediately shipped to RTL for long term storage (see attached ReproTech agreement and brochure). The following will apply:
 - a) I understand that I must complete all of RTL's forms and agreements prior to initiation of cryopreservation procedures.
 - b) I understand that MFL must receive a notification from RTL that I have made proper arrangement with RTL for cryo-storage.
 - c) In addition to MFL fees, I acknowledge that I will be responsible for charges required to maintain sperm viability during shipment and all RTL fees required at the new facility.
 - d) I agree that my medical records associated with the cryopreserved sperm specimens will be released to RTL.
5. I understand that insurance coverage for any or all of the above procedures may not be available and that I will be personally responsible for all MFL charges. I understand that failure to complete the necessary registration and payment of fees in a timely manner will result in the **disposal** of my sperm.
6. 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 cryopreservation, custody and shipment of my sperm. I further

understand and agree that the procedures established by MFL may be modified at the sole discretion of MFL to reflect changes in industry practice, laws, or regulations.

7. I understand that the cryopreservation of sperm will adversely affect the percentage of motile sperm and may decrease its fertilization potential. Furthermore, I understand that the viability of cryopreserved sperm may vary between individual males and in the extreme situation; sperm may not survive after thawing. 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 processed with MFL. I understand that the specimen will not be stored if it contains no viable sperm prior to cryopreservation.
8. I acknowledge and agree that MFL's responsibilities shall be limited solely to the adequate cryopreservation and temporary storage of my sperm. In certain situations, sperm viability may be lost due to catastrophic events such as failure of the freezing and storage equipment or technical error. In the event of loss, damage or destruction of my sperm for any reason whatsoever, the total liability of MFL for failure to meet any of its responsibilities under this Agreement shall not exceed the amount of laboratory and temporary storage fees theretofore charged and paid by me to MFL. I agree that any claims relating to or arising out of this Agreement will be brought in the state courts of Tennessee.
9. I acknowledge that I have been advised that MFL, RTL and Federal Tissue Banking Regulation require blood testing for certain transmissible diseases. I understand this information and have been given the opportunity to ask questions and receive adequate additional information to make an informed decision.
10. 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.
11. 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.
12. I agree that this Agreement shall terminate and MFL's responsibilities hereunder shall end:
 - a) if my specimen contains no viable sperm prior to, or following, cryopreservation, and/or
 - b) upon the transfer of all sperm specimens to RTL pursuant to paragraph 4 above.
13. 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

Signature of Patient's Parent, if applicable

Name of Patient

Name of Patient's Parent

Date

Date