

FERTILITY ASSOCIATES OF MEMPHIS, PLLC
and
MEMPHIS FERTILITY LABORATORY, INC
80 Humphreys Center, Suite 307
Memphis, Tennessee 38120
(901) 747-2229

**AGREEMENT FOR USE OF THAWED SPERM IN
FERTILITY TREATMENTS**

We, _____ (Patient) _____ (DOB) and
_____ (Partner if applicable) _____ (DOB),

do hereby request and give consent for Fertility Associates of Memphis, PLLC (FAM) and Memphis Fertility Laboratory, Inc. (MFL) to thaw previously cryopreserved sperm from partner or a donor for the purposes of performing fertility treatments on Patient. Examples of such treatment include, but is not limited to, intrauterine insemination or in vitro fertilization. We authorize our physician to employ such assistance as may be necessary for the purpose of accomplishing the treatment.

- 1) We understand that cryopreserved sperm may have decreased fertilization potential and that such risks are inherent in the freezing, storage and thaw process, and are beyond the control of FAM or MFL, its physicians and employees. No representations have been made to us concerning the fertility or other condition of thawed sperm. We understand that the physician does not warrant or guarantee that pregnancy or birth will result from the treatment.
- 2) We hereby release FAM and MFL, its' agents, servants, or employees from any injury or damage, known or unknown, that might result should the frozen sperm cease to be viable while in their custody.
- 3) We further release FAM and MFL, its' agents, servants, or employees from all liabilities arising out of or attributable to any claim made on behalf of myself, my partner and any infant conceived with my sperm, who is born with birth defects or diseases. Although reasonable safeguards will be employed, we acknowledge that there is a risk of being infected by disease including infectious disease.
- 4) We shall indemnify FAM, MFL and their physicians for any attorneys' fees, court costs, damages, judgments, or any other losses or expenses incurred by that physician or for which that physician may be responsible with respect to any claim, legal action or defense thereto arising out of the fertility treatment hereby requested, including any claim or legal action brought by the child or children resulting from the treatment.
- 5) With full knowledge and understanding of the attendant risks and consequences of our participation, we each consent to the medical procedures described in this Consent Form. We each acknowledge and affirm that we have given our consent and entered into this agreement without coercion or compulsion and of our own free will.

Patient

Partner (if applicable)

Date

Date