

Fertility Storage, Inc.

4700 Thirteen Mile Road
Warren, Michigan 48092
Phone: 586-619-9566 Ext 226
Facsimile: 586-576-0924

REQUEST AND AUTHORIZATION FOR TRANSFER OF CRYOPRESERVED EMBRYO WAIVER AND RELEASE OF CLAIMS

To be completed by patient and partner (please print)

Patient's Name: _____

Patient's date of birth: _____

Partner's Name: _____

Partner's date of birth: _____

Name of New Facility: _____

Address of New Facility: _____

Contact person/ phone number: _____

We, the patient and partner listed above, understand that we are responsible for arranging and coordinating transportation of the cryopreserved embryo(s) and all costs associated with shipping.

We, the patient and partner listed above, acknowledge that we have been advised of all the risks involved in transporting our cryopreserved embryo(s) and fully understand them and assume all risk. In exchange for the mutual promises herein and other good valuable consideration, we for ourselves and our heirs, hereby forever release and hold Fertility Storage, Inc. (FSI) and all of its subsidiaries, the physician, scientists, technical and nursing staff of the center from liability for any losses whatsoever, including actual or consequential losses, whether foreseen or unforeseen, known or unknown, from any and all claims, liabilities, losses, damages, and/or other harm I/we may suffer as a result of my/our participation in the Program and or arising out of this transaction, including those under common law; real or theoretical damage to the reproductive material; contamination of the reproductive material; alteration of the reproductive material; subsequent failure to conceive and risk to me, and including all actual attorney fees.

I/we agree to hold harmless and indemnify FSI and its affiliates, of and from any liability whatsoever as it pertains in any way to the transfer of the reproductive material, including packaging, transport, delivery to or by me, removal from the current storage device, all handling of the reproductive material in order to deliver to me/us, along with my/our subsequent handling of the reproductive material, and any testing of the reproductive material. I/we assume responsibility for the viability, safekeeping, storage, and transport of the reproductive material.

This Waiver and Release of Claims is intended as a full release of each, every and all rights and claims of every kind and nature which the patient and partner has, or may have, against FSI, their subsidiaries, officers, directors, shareholders, agents, attorneys, and employees and their heirs. No claim, right or cause of action is reserved, and waiver and release is binding on my/our heirs and assigns. The patient and partner hereby further covenant that they will refrain from commencing any action or suit, proceeding or prosecuting any pending action, suit or proceeding, in law or equity, or before any government agency against FSI or its affiliates on account of any cause of action, claims or demands arising out of their request to remove, transport, and return the reproductive material and its subsequent use to conceive or attempt to conceive.

Patient's Printed Name

Patient's Signature

Date

Partner's Printed Name

Partner's Signature

Date

FSI witness

Date

AND

Signature of Notary Public

Date

(commission expires)