

**Request and Authorization for Transfer of  
Cryopreserved Embryo(s) and/or Oocyte(s)  
Waiver and Release of Claims**

To be completed by patient and partner (if applicable). Please print.

Patient Name \_\_\_\_\_ DOB \_\_\_\_\_

Partner Name \_\_\_\_\_ DOB \_\_\_\_\_

New Facility Name \_\_\_\_\_

New Facility Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

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

I/we understand and fully accept the risks associated with transporting the cryopreserved specimen(s).

In exchange for the mutual promises herein and other good valuable consideration, I/we for myself/ourselves and my/our heirs, hereby forever release and hold Fertility Storage, Inc (FSI) and all of its subsidiaries, the physician(s), scientists, technical and nursing staff 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 that I/we may suffer as a result of my/our participation in the transportation of cryopreserved specimen(s) and or arising out of this transaction, including those under common law; real or theoretical damage to the cryopreserved specimen(s); contamination of the cryopreserved specimen(s); alteration of the cryopreserved specimen(s); subsequent failure to conceive, and risk to me, 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 transportation of cryopreserved specimen(s), including packaging, transport, delivery to or by me/us, removal from the current storage device, and handling of the cryopreserved specimen(s) in order to deliver to me/us, along with

my/our subsequent handling of the cryopreserved specimen(s), and any testing of the cryopreserved specimen(s). I/we assume responsibility for the viability, safekeeping, storage, and transport of the cryopreserved specimen(s).

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 have, 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 are 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 cryopreserved specimen(s) and its subsequent use to conceive or attempt to conceive.

I/we understand that there is a **\$100** fee associated with the transfer of the cryopreserved embryo(s) and/or oocyte(s), payable to FSI.

Patient Name \_\_\_\_\_

Patient Signature \_\_\_\_\_ Date \_\_\_\_\_

Partner Name \_\_\_\_\_

Partner Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness Signature \_\_\_\_\_ Date \_\_\_\_\_