

Patient #: \_\_\_\_\_

## **SPECIMEN STORAGE AGREEMENT AND CONSENT**

THIS SPECIMEN STORAGE AGREEMENT (“Agreement”) is made and entered into [Date] by and between Bruce R. Gilbert, M.D., Ph.D., P.C., a New York State professional corporation (“PC”), and \_\_\_\_\_ (Client”). PC and Client are sometimes referred to herein individually as a “Party” and collectively, as the “Parties.”

This Agreement is made with reference to the following facts and circumstances:

**WHEREAS**, Client has either deposited or intends to deposit with PC, semen specimens (“Specimens”). Client desires to deposit the Specimens with PC for freezing and storage prior to potential artificial insemination of, or the use of other assisted reproductive technology for, a sexually intimate partner (the “Recipient”).

**WHEREAS**, the Parties desire that PC shall freeze and store the Specimens on each and all of the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the covenants and conditions herein, the Parties hereby agree as follows:

### **1. SPECIMEN AND CLIENT DEPOSITOR EVALUATION**

Concurrently with the execution of this Agreement and thereafter, Client shall deposit Specimens with PC for freezing and post thaw evaluation by PC. PC shall perform the freezing and post thaw evaluation for a non-refundable fee equal to the then current PC’s fees, per specimen (the “Evaluation Fee”) payable at the time each specimen is given by the Client. PC reserves the absolute right to terminate this Agreement upon thirty (30) days prior written notice to Client in the event that PC determines, in its sole and absolute discretion, that the Specimens are inappropriate for storage for reasons including, but not limited to; specimen evaluation, post thaw analysis, blood testing or physician evaluation. PC will perform a post-thaw evaluation of the specimens and will determine in its sole and absolute discretion whether the Specimens are suitable for storage or whether as a result of such analysis or any other testing or physician evaluation the Specimens are unsuitable for freezing or storage. In the event of a negative determination by PC, the PC will give the Client 30-days written notice, which will have the effect of mutually terminating this Agreement at the end of the notice period. At that time the PC shall destroy the specimens.

If Client’s blood tests positive for antibodies to hepatitis B virus (HBV) or hepatitis C virus (HCV), Client acknowledges that there is a risk of transmission of such viruses to the Recipient and any offspring. Client may nonetheless choose to deposit Specimens for storage hereunder, provided that Client, and Recipient (if applicable) shall execute the consent form attached hereto as Exhibit C and shall pay an additional fee at the PC’s current rates for segregated storage of the Specimens. Prior to release of the Specimens, both Client and Recipient shall be required to sign the “Acknowledgment of Risk” attached hereto as Exhibit D.

Patient #: \_\_\_\_\_

## 2. SPECIMEN STORAGE

Upon approval of the Specimens for Storage after post-thaw evaluation, PC may collect additional Specimens, which will also be stored at the PC's facility in accordance with its customary practices and in accordance with all applicable provisions of the laws of the State of New York. The PC may, from time to time and in its sole discretion, may perform additional periodical testing on stored Specimens which would reduce the amount of Specimen stored. PC will again perform a post-thaw evaluation of the specimens and will determine in its sole and absolute discretion whether the Specimens are suitable for storage or whether as a result of such analysis or any other testing or physician evaluation the Specimens are unsuitable for freezing or storage. In the event of a negative determination by PC, the PC will give the Client 30-days written notice, which will have the effect of mutually terminating this Agreement at the end of the notice period. At that time the PC shall destroy the specimens.

## 3. STORAGE FEES

Client agrees to pay PC compensation for its storage of Specimens ("Storage Fee") in an amount equal to the PC's then current rate per Storage Period (as defined below), payable in advance, in addition to the Evaluation Fee required pursuant to Section 1 hereof. This storage fee is for a maximum of 10 (ten) vials. Additional stored vials are charged on a per vial basis. All Storage Fees are non-refundable. Fees for subsequent storage periods are due 30 days in advance of the expiration of the then current contract. PC may increase the Storage Fee for subsequent Storage Periods to an amount equal to PC's then current Storage Fee for other Clients, upon written notice to Client prior to the expiration of the current Storage Period. Client agrees that applicable clinical laboratory charges for blood analysis or other tests are separate and will be billed by and paid directly to the reference laboratory and PC will bear no cost or expense in relation to such charges and the costs of such testing.

## 4. RELEASE OF SEMEN

PC shall release the Specimens only to Client or to others as specified in the Authorization to Release Specimens, in the form attached hereto as Exhibit A ("Authorization"), or as provided in Section 9. PC shall release the Specimens to such authorized person, upon thirty (30) days prior written notice and receipt by PC of the Authorization, duly executed by Client. Client shall pay a retrieval fee at the then current rates for retrieval, for each retrieval of Frozen Specimens, in addition to any costs involved in shipping of Specimens, which will be determined by the then current shipping costs. In addition, client may be required to provide a security deposit as well as a daily usage fee for the specialized transport container as described in Exhibit A. **Client acknowledges that as the Specimens stored at the PC are intended for the insemination of, or the use of other assisted reproductive technology for a sexually intimate partner, pursuant to Section 52-8.5 of Title 10 of the New York Code of Rules and Regulations, PC is not required to perform the laboratory tests for certain sexually transmitted or genetic/hereditary diseases otherwise required at gamete donor storage banks prior to release of Specimens for insemination. The Client also acknowledges that any and all financial obligations owed to the PC need to be satisfied prior to release of specimens by the PC and that the PC is not obligated to release specimens until this satisfaction occurs.**

\_\_\_\_\_(Client Initial)

Patient #: \_\_\_\_\_

## 5. TERM AND TERMINATION

This Agreement shall commence on the date hereof and shall continue for a period of **Twelve months** (“Storage Period”), subject to earlier termination as hereinafter provided. Thereafter, this Agreement may be automatically renewed for successive Storage Periods, unless, at least thirty (30) days prior to the commencement of the next Storage Period, either Party provides written notice (the Client must have their notice to the PC notarized) to the other of its intent not to renew this Agreement or to change the term of subsequent Storage Periods.

This Agreement shall terminate upon the happening of any one of the following events (“Terminating Event”): (a) Release of all Specimens in accordance with the terms of Section 4 hereof; (b) Written direction of Client to PC authorizing destruction of all Specimens; (c) Failure of Client (or Recipient, pursuant to Section 9) to pay the Storage Fee when due; or (d) Either Party delivers thirty (30) days written notice to the other terminating this Agreement.

Upon the occurrence of any Terminating Event, all obligations of PC for storage of Client’s Specimens, except with respect to obligations contained in Section 10, shall cease and Client shall make arrangements for release, use or other disposition of the Specimens within five (5) days.

Notwithstanding any provision to the contrary in this Agreement, including, without limitation, this Section 5, If Client or Recipient Fails to pay a Storage Fee due hereunder and such fee has not been paid for thirty (30) days from the date a certified, return receipt requested notification was sent to the Client or Recipient. After the 30 day period the PC may destroy such specimen(s) without any further notice to Client or Recipient. Upon such destruction, this agreement shall be deemed terminated. However, client or recipient shall remain responsible for all fees and expenses that were not paid prior to such termination.

\_\_\_\_\_ (Client Initial)

## 6. LIQUIDATED DAMAGES

It is acknowledged and agreed that there are substantial risks of loss, damage or destruction of the Specimens delivered by the Client to PC and that in the event of such loss, damage or destruction it would be impractical or extremely difficult to determine the nature and extent of the damage which the Client may claim to sustain as a result of any alleged breach of contract, negligence, or any other cause attributable to PC. Accordingly, the parties agree that in the event of any such loss, damage or destruction of the Specimens, for any reason whatsoever, after delivery thereof to the PC, a reasonable liquidated damage for PC to pay in response to any

Patient #: \_\_\_\_\_

such claim of liability by the Client is a sum equal to the storage fee payable by the Client to PC for the storage of Specimens for the period in which such loss, damage or destruction occurred, and Client's recovery is therefore limited to a damage award in said amount.

## **7. RELEASE; INDEMNIFICATION**

**7.1 RELEASE.** Client has been advised and understands that there are inherent risks in this process of freezing and thawing semen, including but not limited to, destruction of or damage to the sperm, reduced capacity for fertilization and reduced life span of the sperm after thawing. Due to the nature of the chemicals and equipment required for semen storage, there is a risk of destruction of the Specimens as a result of equipment malfunction or damage to the Specimen vials. Further, Specimens may be damaged or destroyed due to factors beyond the control of the PC, such as theft, vandalism, natural disasters, acts of God or acts of war or terrorism. In consideration of the foregoing and except for the liquidated damages set forth in Section 6 hereof, Client for himself and for his heirs, spouse, executors, administrators, agents, representatives, successors and assigns, hereby releases and forever discharges PC, its shareholders, directors, officers, employees, agents and representatives from, and hereby waives all, actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, defense, offsets or demands, whatsoever arising out of or relating to, directly or indirectly, the collection, freezing, storage, release, loss, damage or destruction of the Specimens. It is the intention of the Parties hereto that the foregoing general release shall be effective as a full and final accord and satisfaction of and as a bar to all actions, causes of actions, obligation, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, defenses, offsets or demands referred to hereinabove and shall survive termination of this Agreement for any reason whatsoever.

This general release shall extend to and cover any claim based on any alleged act or omission of the PC and the other releasees described above, whether known or suspected at the time of the execution of this release, or which becomes known to or suspected by the Client at any time in the future.

\_\_\_\_\_  
(Client Initial)

**7.2 INDEMNIFICATION OF THIRD PARTY ACTIONS OR CLAIMS.** Client agrees to indemnify, defend and hold harmless PC, its shareholders, directors, officers, employees, agents and representatives from and against any loss or damage, including, without limitation, expenses, attorneys' fees, claims, liabilities, defenses, offsets or demands, whatsoever, sustained by PC as a result of or relating to the collection, freezing, storage, release, processing, loss, damage, destruction, use, or other disposition of the Specimens. If a claim by a third party is made against PC for which PC is entitled to indemnification hereunder, PC shall promptly notify Client in writing of such claim. Client shall have twenty (20) days after receipt of the

Patient #: \_\_\_\_\_

above-mentioned notice to undertake to conduct and control, through counsel of its own choosing (subject to the approval of PC, such approval not to be unreasonably withheld) and at its sole risk and expense, the settlement or defense of such claim, and PC shall cooperate fully with Client in conjunction therewith; provided: (i) PC shall be entitled to participate in such settlement or defense through counsel chosen by PC; provided, that fees and expenses of such counsel shall be borne by PC; and (ii) Client shall have notified PC in writing, within the aforementioned twenty (20) day period, of its election to undertake such defense or settlement and confirmed in writing its obligation to indemnify PC for the liability asserted in such claim. Client shall obtain the written consent of PC, which shall not be unreasonably withheld, prior to ceasing to defend, settling or otherwise disposing of such claim if, as a result thereof, PC would become subject to injunctive or other equitable relief or the business of PC would be materially adversely affected in any manner. So long as Client is reasonably contesting any such claim in good faith, PC shall fully cooperate with Client in the defense of such claim as reasonable required by Client. PC shall not pay or settle any such claim without the consent of Client, which consent shall not be unreasonably withheld. If Client does not give PC the timely written notice of the undertaking referred to in clause (ii) above, PC shall thereafter have the right to contest, settle, or compromise the claim at its exclusive discretion, at the risk and expense of Client.

## **8. NOTICES**

Any notice required or permitted to be provided to a Party hereunder shall be in writing and shall be effective as of the date personally delivered or sent by electronic facsimile or three (3) days after deposit in the United States mail, postage prepaid, certified or registered, addressed to the Party at the address set forth beneath such Party's signature hereto or at such other address as a Party may hereafter request in writing be used for that purpose. Client acknowledges that it is Client's obligation to provide a correct mailing address for Client at all times during the term hereof.

**[Intentionally Left Blank]**

Patient #: \_\_\_\_\_

## 9. DEATH OF CLIENT

In the event of the death of Client, Client hereby instructs PC to (Client to indicate his choice by Initialing):

Please Initial: (    ) Dispose of Specimens.

Please Initial: (    ) In accordance with the written instruction of my sexually intimate partner \_\_\_\_\_ (the "Recipient"), either release Specimens to Recipient or destroy Specimens; provided, that, if Recipient wishes to continue to store Specimens, Recipient must continue to pay the Storage Fee pursuant to the terms of this Agreement. In the event that Recipient fails to pay such Storage Fee for a period of thirty (30) days or fails to provide written instruction to the PC regarding the Specimens prior to the termination of the then current Storage Period, PC may destroy the Specimens. In addition, in the event of the death of the Recipient and Client, the Specimens will be destroyed.

Notwithstanding any other provision of this Agreement, including, without limitation, the Authorization to Release Specimens, attached as Exhibit A, in the event of the death of Client, the provisions of this section 9 shall govern the disposition of the Specimens.

Furthermore, if the Recipient does not sign where indicated below within 10 days of the date of this Storage Agreement, the PC reserves the right, in its sole discretion, to destroy the specimen(s) upon the death of the client.

### Acknowledgment of Recipient

The undersigned acknowledges and agrees that she will serve as designated sexually intimate partner for the client who signed above. Accordingly, the undersigned agrees that (1) to be financially responsible for storage fees incurred after the death of the client; (2) to assume the right to determine the specimens disposition, (3) the specimen(s) will be destroyed if a letter sent to the address below is not responded to within 30 days of the date of mailing.

**Recipient Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name (Print):** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Telephone No:** \_\_\_\_\_

Patient #: \_\_\_\_\_

## 10. RECORDS

PC shall maintain complete and accurate records of Specimens released for artificial insemination in a manner and for such time periods in accordance with applicable law and such records shall be open to inspection by the New York State Department of Health.

## 11. MISCELLANEOUS PROVISIONS

11.1 ENTIRE AGREEMENT. This Agreement represents the entire agreement between the Parties concerning the subject matter hereof and there are no understandings, agreements, or representations other than as herein set forth. This Agreement shall be binding upon the Parties and their respective heirs, spouses, executors, administrators, agents, representatives, successors and assigns, shareholders, directors, officers and employees.

11.2 GOVERNING LAW / VENUE. This Agreement shall be construed in accordance with the laws of the State of New York. Any litigation arising out of this agreement must be adjudicated in the Supreme Court of the State of New York, located in Nassau County or other applicable Court located in Nassau County.

11.3 SEVERABILITY. If any provision of the Agreement is determined to be unenforceable, the remaining provisions hereof shall nevertheless be fully enforceable in accordance with their terms.

11.4 ASSIGNMENT. No assignment by Client of this Agreement or the rights and obligations hereunder shall be valid. This Agreement may be assigned by PC to any successor entity of PC or purchaser of PC's assets, upon prior written notice of assignment to Client.

11.5 OTHER DOCUMENTS. The Parties agree to execute and deliver such other documents and perform such further acts as shall be reasonably necessary to carry out and effectuate the purposes of this Agreement.

11.6 WAIVER. The waiver by any Party of any default, misrepresentation or breach of any provision of this Agreement shall not be deemed to extend to any prior or subsequent default, misrepresentation or breach of such provision or any other provision of this Agreement.

11.7 ATTORNEY'S FEES. In the event the P.C. commences litigation at law or in equity to enforce the terms of this Agreement, it shall be entitled to all expenses incurred, including but not limited to, reasonable attorneys' fees and court costs. This provision shall survive termination of this Agreement.

## 12. PHYSICIAN CERTIFICATION

**I hereby certify that I have explained the nature, purpose, benefits, risks of and alternatives to the Specimen storage program, have offered to answer any questions and have fully answered all such questions. I believe that Client fully understands what I have explained and answered. I have also provided the Client with a copy of this agreement.**

\_\_\_\_\_ (Physician Initial)

Patient #: \_\_\_\_\_

**13. INFORMED CONSENT**

Client hereby acknowledges that Dr. Bruce Gilbert, or his designee, has explained the procedures for collection, storage and retrieval of the Specimens and the risks and benefits inherent in such procedures, as well as the payment terms thereof and Client hereby (i) agrees to participate in the PC’s Specimen storage program, (ii) consents to the performance by the PC, its employees , agents and independent contractors, of any and all procedures required for the program, (iii) agrees to use the cryopreserved Specimens only for use with a sexually intimate partner and (iv) agrees to provide the PC with a current address for delivery of any and all correspondence within 30 days of any address change. Client understands that, due to Client’s health status, drugs taken, medications used and/or sperm quality at the time of, or prior to, Specimen collection, no guarantees can be made as to the quality and/or genetic integrity of the post thaw specimen, ability of the cryopreserved specimen to be used in any procedure, or even presence of sperm in the post thaw Specimens. The Client also acknowledges that medicine is not an exact science and that there are always risks and dangers to life and health associated generally with use of solutions involved in cryopreservation and that there is no guarantee that the post thaw Specimens will be suitable for insemination or other assisted reproductive technology. The Client also understands that although the solutions used by the PC for sperm cryopreservation and processing are commonly used for such purposes in gamete storage facilities, such solutions may not be approved by the Federal Drug Administration for this purpose. Client acknowledges that he has read and understands this Agreement and has been given an opportunity to ask Dr. Gilbert questions about the Specimen storage program, and that all questions have been answered fully and satisfactorily.

\_\_\_\_\_ (Client Initial)

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

**BRUCE R. GILBERT, M.D., PH.D.      FOR**  
**BRUCE R. GILBERT, M.D., PH.D., P.C.**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** 900 Northern Blvd, Suite 230, Great Neck, New York 11021

**Client Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name (Print):** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Telephone No:** \_\_\_\_\_



Patient #: \_\_\_\_\_

**EXHIBIT B**  
**ACKNOWLEDGMENT OF SPECIMEN RELEASE**

**Specimen Identification:**

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

Patient Number: \_\_\_\_\_

Patient social security number: \_\_\_\_\_

Date(s) of Freezing \_\_\_\_\_

Number of vials released \_\_\_\_\_

Vials to be released \_\_\_\_\_

Semen released to \_\_\_\_\_

Authorized Individual (as delineated in EXHIBIT A)

on \_\_\_\_\_

Date

at \_\_\_\_\_

Time

**I hereby acknowledge that I am authorized to receive the specimens described above and have confirmed the labeling on the vials as being identical to the Specimen Identification written above. I also acknowledge that the specimen must be further evaluated, processed and inseminated by a licensed physician.**

The Specimens were released as follows:

Please Initial: ( ): Thawed and processed for insemination within one (1) hour of release

Please Initial: ( ): Transported in liquid nitrogen or vapor, until thawed and processed for insemination and that a deposit in the amount of \$900 as security for the specialized transport container as well as a \$50 per day charge for use of the transport container (deposit shall be fully refundable upon return of such container in the condition in which it was provided for transport).

Transport Tank Internal Temperature \_\_\_\_\_°C.

In recognition of the risks to the Specimens after release by the PC, I hereby release PC, its shareholders, directors, officers, employees, agents and representatives from, and hereby waive, all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, defense, offsets or demands, whatsoever arising out of or relating to, directly or indirectly, the loss, damage or destruction of the Specimens during transport or thereafter.

\_\_\_\_\_  
Authorized Individual  
Printed Name

\_\_\_\_\_  
Authorized Individual

Acknowledged:  
BRUCE R. GILBERT, M.D., PH.D., P.C.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Patient #: \_\_\_\_\_

**EXHIBIT C**

**INFORMED CONSENT FOR STORAGE OF SPECIMENS WHICH POSE RISK OF TRANSMISSION OF HEPATITIS B OR HEPATITIS C VIRUS**

**Client Name:** \_\_\_\_\_

**Recipient Name (if applicable):** \_\_\_\_\_

1. **ACKNOWLEDGMENT OF RISK.** I/We hereby acknowledge that my/Client's blood has tested positive for antibodies to hepatitis B virus (HBV) or hepatitis C virus (HCV). I/We also acknowledge that an expert in infectious diseases has explained to me/us the risks of transmission of HBV or HCV, as the case may be, to the recipient ("Recipient") of my/Client's semen specimens ("Specimens") deposited by me/Client for freezing and storage at Bruce R. Gilbert, M.D., Ph.D., P.C. (the "P.C.") and to any offspring. I/We agree to provide the P.C. with written confirmation of such counseling in a form satisfactory to the P.C. upon request.
  
1. **REQUEST FOR SERVICES.** I/We hereby request and authorize the PC to store my/Client's Specimens for the insemination of, or the use of other assisted reproductive technology for, Recipient.
  
2. **ACKNOWLEDGMENT OF CONDITION TO RELEASE OF SPECIMENS.** I/We acknowledge and agree that, as a condition to the release of Specimens, I/we will be required to execute the "**ACKNOWLEDGMENT OF RISK**" attached to the Storage Agreement as Exhibit D in addition to the "**AUTHORIZATION FOR RELEASE OF SPECIMENS**" attached to the Storage Agreement as Exhibit A.
  
3. **NO GUARANTEES.** I/We acknowledge that no guarantees or assurances have been made to me/either of us concerning the risk or likelihood of transmission of HBV, HCV or any other infectious disease to Recipient or offspring through the use of Specimens for the insemination of, or the use of other assisted reproductive technology for, the Recipient.
  
4. **RELEASE; INDEMNIFICATION.** I/We have been advised and understand that there is a risk of transmission of HBV or HCV to the Recipient and/or any offspring if my/Client's Specimens are used for insemination of, or the use of other assisted reproductive technology for, the Recipient. Nonetheless, I/we request and authorize the PC to store my/Client's Specimens for future use for this purpose. In consideration of the foregoing, I/each of us, for myself/ourselves and for my/each of our heirs, spouses, executors, administrators, agents, representatives, successors and assigns,

Patient #: \_\_\_\_\_

**hereby release and forever discharge PC, its shareholders, directors, officers, employees, agents and representatives from, and hereby waive all, actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, defense, offsets or demands, whatsoever arising out of or relating to, directly or indirectly, the transmission to any person, including without limitation, the Recipient and any offspring, of HBV, HCV or any other infectious disease arising from the use of my/Client's Specimens. It is our intention that the foregoing general release shall be effective as a full and final accord and satisfaction of and as a bar to all actions, causes of actions, obligation, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, defenses, offsets or demands referred to hereinabove and shall survive termination of the Storage Agreement for any reason whatsoever.**

**This general release shall extend to and cover any claim based on any alleged act or omission of the PC and the other releasees described above, whether known or suspected at the time of the execution of this release, or which becomes known to or suspected by either of us at any time in the future.**

5. INDEMNIFICATION OF THIRD PARTY ACTIONS OR CLAIMS. I/We agree to indemnify, defend and hold harmless PC, its shareholders, directors, officers, employees, agents and representatives from and against any loss or damage, including, without limitation, expenses, attorneys' fees, claims, liabilities, defenses, offsets or demands, whatsoever, sustained by PC as a result of or relating to the collection, freezing, storage, release, processing, loss, damage, destruction, use, or other disposition of the Specimens, including the transmission of HBV, HCV or any other infectious disease to any person, including without limitation, the Recipient and any offspring.
6. UNDERSTANDING OF THIS FORM. I/We acknowledge that I/we have read this document in its entirety and that we fully understand it and that all blank spaces have been either completed or crossed off prior to my signing. I/We acknowledge that I/we have been given an opportunity to ask Dr. Gilbert questions about storing specimens which carry the risk of transmission of HBV or HCV and that all my/our questions have been answered fully and satisfactorily.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client Name (Print): \_\_\_\_\_

Recipient Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(If applicable)

Recipient Name (Print): \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT D**

**ACKNOWLEDGMENT OF RISK PRIOR TO RELEASE OF SPECIMENS WHICH POSE RISK OF TRANSMISSION OF HEPATITIS B OR HEPATITIS C VIRUS**

1. **ACKNOWLEDGMENT OF RISK.** I/We hereby acknowledge that my/Client's blood has tested positive for antibodies to hepatitis B virus (HBV) or hepatitis C virus (HCV). I/We also acknowledge that an expert in infectious diseases has explained to me/us the risks of transmission of HBV or HCV, as the case may be, to the recipient ("Recipient") of my/Client's semen specimens ("Specimens") deposited by me/Client for freezing and storage at Bruce R. Gilbert, M.D., Ph.D., P.C. (the "P.C.") and to any offspring. I/We agree to provide the P.C. with written confirmation of such counseling in a form satisfactory to the P.C. upon request.
2. **REQUEST FOR SERVICES.** I/We hereby request and authorize the PC to release my/Client's Specimens pursuant to the instructions set forth in the "**AUTHORIZATION FOR RELEASE OF SPECIMENS**" executed as of the date hereof.
3. **NO GUARANTEES.** I/We acknowledge that no guarantees or assurances have been made to me/either of us concerning the risk or likelihood of transmission of HBV, HCV or any other infectious disease to Recipient or offspring through the use of Specimens for the insemination of, or the use of other assisted reproductive technology for, the Recipient.
4. **RELEASE; INDEMNIFICATION.** I/We have been advised and understand that there is a risk of transmission of HBV or HCV to the Recipient and/or any offspring if my/Client's Specimens are used for insemination of, or the use of other assisted reproductive technology for, the Recipient. Nonetheless, I/we request and authorize the PC to release my/Client's Specimens for this purpose. In consideration of the foregoing, I/each of us, for myself/ourselves and for my/each of our heirs, spouses, executors, administrators, agents, representatives, successors and assigns, hereby release and forever discharge PC, its shareholders, directors, officers, employees, agents and representatives from, and hereby waive all, actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, defense, offsets or demands, whatsoever arising out of or relating to, directly or indirectly, the transmission to any person, including without limitation, the Recipient and any offspring, of HBV, HCV or any other infectious disease arising from the use of my/Client's Specimens. It is our intention that the foregoing general release shall be effective as a full and final accord and satisfaction of and as a bar to all actions, causes of actions, obligation, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, defenses, offsets or demands referred to hereinabove and shall survive termination of the Storage Agreement for any reason whatsoever.

Patient #: \_\_\_\_\_

**This general release shall extend to and cover any claim based on any alleged act or omission of the PC and the other releasees described above, whether known or suspected at the time of the execution of this release, or which becomes known to or suspected by either of us at any time in the future.**

5. INDEMNIFICATION OF THIRD PARTY ACTIONS OR CLAIMS. I/We agree to indemnify, defend and hold harmless PC, its shareholders, directors, officers, employees, agents and representatives from and against any loss or damage, including, without limitation, expenses, attorneys' fees, claims, liabilities, defenses, offsets or demands, whatsoever, sustained by PC as a result of or relating to the collection, freezing, storage, release, processing, loss, damage, destruction, use, or other disposition of the Specimens, including the transmission of HBV, HCV or any other infectious disease to any person, including without limitation, the Recipient and any offspring.
  
6. UNDERSTANDING OF THIS FORM. I/We acknowledge that I/we have read this document in its entirety and that we fully understand it and that all blank spaces have been either completed or crossed off prior to my signing. I/We acknowledge that I/we have been given an opportunity to ask Dr. Gilbert questions about storing specimens which carry the risk of transmission of HBV or HCV and that all my/our questions have been answered fully and satisfactorily.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client Name (Print): \_\_\_\_\_

Recipient Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(If applicable)

Recipient Name (Print): \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

\_\_\_\_\_  
Notary Public