



COMPANY CONFIDENTIAL AND PROPRIETARY

DATE EFFECTIVE: 08/17/10	<b>Semen Specimen Use and Release Authorization</b>	<b>FORM: REC.30v REV: D</b>
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**Fairfax Cryobank**

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3401 Market Street, Ste 205 Philadelphia, PA 19104 phone: 215-386-1977 fax: 215-386-1776  
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*This signed, dated and notarized Use and Release Authorization must be received by Fairfax Cryobank before the semen specimens will be released. Notarization is not required if document is signed in the presence of a Fairfax Cryobank employee.*

The purpose of this Authorization is to document the Semen Storage Client's permission and authorization for the use of semen specimens with the intent of creating a child through fertilization and pregnancy.

This agreement also represents the authorization for frozen specimen transport. The Client has been fully advised and understands that there are certain inherent risks in the process of shipping and handling of the specimens during shipment, including but not limited to loss during shipment and liquid nitrogen tank failure that may render the specimens useless. This is a rare event however, Fairfax Cryobank offers the option of having the straws or vials containing the semen shipped in separate tanks (provided that there are at least two straws or vials containing the specimen to be shipped). The Client is responsible for paying for the shipping costs for each tank shipped. The Client is willing to assume all of these risks; and the Client fully understands and accepts that Fairfax Cryobank, its laboratory directors and laboratory personnel do not assume responsibility or liability for the transportation, condition, or survival of the frozen specimens.

I hereby authorize Fairfax Cryobank to release to the name listed below any medical records and all other individually identifiable health information about me, whether or not contained in my medical records, regarding any past or present medical conditions, including but not limited to my client account number, specimen quality, order history and medical information. I understand that this authorization is voluntary and that if the individual or entity authorized to receive this information is not a covered entity under federal privacy regulations, the release of such information may no longer be protected by federal privacy regulations. I also understand that once this information is used or disclosed pursuant to this authorization it may be subject to re-disclosure by the name(s) above and may no longer be protected.

I agree that in the event of loss or destruction of the semen by any reason whatsoever, damages as a result thereof would be highly conjectural and speculative and would be difficult to determine. Accordingly, pursuant to § 8.7-204(2) of the Virginia uniform commercial code, I agree that in the event that our semen is lost or destroyed by virtue of negligence by Fairfax Cryobank. I will be entitled to damages in the amount equal to the storage charge for the particular year in which the loss occurs, plus \$100 per vial lost (maximum compensation to Storage Client not to exceed \$2000).

As part of the consideration by semen storage client, in agreeing to ship my frozen semen to another clinic or facility, I hereby agree that any dispute arising out of this agreement or directly related to the quality of care provided by Fairfax Cryobank or any of its physicians, nurses, counselors or other personnel will be decided only through arbitration by JAMS under the JAMS Streamlined Arbitration Rules and Procedures. I further agree that any binding arbitration proceeding shall be conducted in Fairfax County, Virginia, the location of Fairfax Cryobank, and agree that any arbitration proceeding shall be conducted in accordance with the laws of the Commonwealth of Virginia, including, but not limited to standard of care issues, causation issues, damage issues, qualification of experts and rules of evidence. I further agree that the decision of the arbitrator(s) shall be binding and final and shall be enforced in any court of competent jurisdiction. Any arbitration costs shall be borne equally between Fairfax Cryobank and myself. If, notwithstanding the parties' agreement to arbitrate, any dispute becomes subject to a judicial proceeding, the parties agree to waive trial by jury.

If any action or proceeding is brought to enforce or interpret any of the provisions of this agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other reasonable costs expended in such an action or proceeding.



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I, \_\_\_\_\_ (Client), hereby authorize the use of the semen specimen(s) stored at Fairfax Cryobank by the Recipient named in this Authorization for the purpose of fertilization (through insemination, IVF, or ICSI) with the intention of establishing a pregnancy and creating a child.

I certify that the recipient listed below is: **(Choose One)**

my sexually intimate partner.

a designated recipient that is not my sexually intimate partner.

**Client's Initials and Date** \_\_\_\_\_

Please release the semen specimen(s) to:

NAME OF RECIPIENT (*female*) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE (HOME) \_\_\_\_\_ (CELL) \_\_\_\_\_

RECIPIENT'S PHYSICIAN \_\_\_\_\_ (*where vials will be shipped*)

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ TELEPHONE \_\_\_\_\_

I further authorize Fairfax Cryobank to release \_\_\_\_\_ (all/number) vials of the semen specimens to the individual recipient named above or her physician. I acknowledge that specimens will be shipped in 1 tank unless I request two tanks for shipment.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
(Client's Signature)

Notarization is NOT required if document is signed in the presence of a Fairfax Cryobank employee.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
(Fairfax Cryobank Representative Signature)

*Notary to complete:*  
STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Notary Public:

My Commission Expires: \_\_\_\_\_

Seal: \_\_\_\_\_

The foregoing instrument was acknowledged before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_ by

\_\_\_\_\_  
(Name of Client)

**Faxed copies are accepted if the notary seal is a stamp and not embossed seal.**