

CONSENT TO PERFORM DONOR SPERM INSEMINATION – COUPLE/PARTNERS

WE, _____ and _____, as voluntary patients of Advanced Fertility Services, P. C., have engaged Hugh D. Melnick, M.D. and his associates to perform artificial insemination(s) with sperm from an anonymous donor.

The artificial insemination procedure has been explained to us by Hugh D. Melnick, M.D. and/or his associates. It involves said physician obtaining the necessary sperm from a donor, who shall not be advised of our identity nor shall we be advised of the identity of the donor. Furthermore, we relinquish, waive and disclaim any privilege or rights we may have to determine the donor's identity, we agree to rely upon the judgment and discretion of Hugh D. Melnick, M.D. and/or any other physician or associates who may be associated with Hugh D. Melnick, M.D., to assist with the selection of the donor. We also have been informed that the selected donor's sperm has been frozen for a period of at least six (6) months by a tissue bank licensed by the Department of Health of the State of New York.

We fully agree and understand that Hugh D. Melnick, M.D. and/or any other physician or associates who may be associated with Hugh D. Melnick, M.D. should not be responsible, nor have given any guarantees or warranties of the fitness of the sperm or for the physical nature and/or the affirmative acts of admission which may arise during the performance of this agreement involving Hugh D. Melnick, M.D. and any physician or associates involved with Hugh D. Melnick, M.D. and/or Advanced Fertility Services, P.C.

We further acknowledge an awareness that infection, sometimes contagious, may result from the insemination process.

We further agree that we are assuming the entire responsibility for any child or children conceived or born. We agree that we will not seek support for the child or children or any other payments from the donor or from Hugh D. Melnick, M.D. and from any physician or associates of Advanced Fertility Services, P.C.

We further agree that if the child or children should seek support or any other payment from the donor or from Hugh D. Melnick, M.D. and/or any associated physician or Advanced Fertility Services, P.C., we will indemnify and hold harmless the donor, Hugh D. Melnick, M.D., and any physician associated with him and/or Advanced Fertility Services, P.C.

Pregnancy outcome must be reported to the sperm bank under New York State Department of Health regulations. Records will be kept for seven (7) years, if there is no pregnancy and twenty-five (25) years, if pregnancy results in a live birth.

It is further agreed that the nature of this agreement, is such that it will remain confidential; therefore, we agree that a sole copy of this agreement may be retained in Hugh D. Melnick, M.D. files and shall not be disclosed to anyone, except with our express written permission and such agreement can only be used by Hugh D. Melnick, M.D., and/or any physician associated with Hugh D. Melnick, M. D. and Advanced Fertility Services, P.C., in connection with a legal proceeding to which it is relevant.

We understand and agree to use of the current Donor No.: _____ from Cryobank Lab: _____ for my wife/partner insemination(s), but if there is not a current donor selection, I will allow selection by the staff of Advanced Fertility Services, P.C. to make the donor selection for me.

BY: _____
(Wife's Signature)

Date: _____

BY: _____
(Husband's Signature)

Date: _____

I, _____, hereby certify that _____
(Physician) (Recipient)
is known to me to be the individual named herein, appeared before me and signed the Donor Insemination - Single Recipient Consent to be artificially inseminated, using the selected donor sperm.

(Physician)

Date