

The Fertility Center of Colorado  
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Colorado Springs, CO 80922  
(719) 636-0080 FAX (719) 636-3030

**CONSENT FOR TRANSFER OF  
CRYOPRESERVED AND THAWED EMBRYOS**

Patient Name \_\_\_\_\_ SS# \_\_\_\_\_

Partner Name \_\_\_\_\_ SS# \_\_\_\_\_

This agreement is a contract made and to be performed at Colorado Springs, Colorado, between \_\_\_\_\_ ("Patient"), \_\_\_\_\_ ("Partner"), and the Fertility Center of Colorado ("the Center").

**RECITALS**

Patient and Partner wish to try to achieve a pregnancy by means of *in vitro* fertilization under the Center's Assisted Reproductive Technologies ("ART") Program and are enrolled therein. The Center offers its Frozen Embryo Transfer Program ("the FET Program") to qualified ART patients as an option upon the terms and conditions of this agreement. The Center's ART and FET Programs are designed to aid couples who are infertile due to one or more conditions.

Patient and Partner have previously undergone an *in vitro* fertilization cycle and have cryopreserved embryos for thawing and potential transfer. Patient and Partner hereby contract and elect to enter the FET Program, and give their informed consent to the procedures, as explained below.

To enable the staff to focus on the mission of the Center and to help keep patient costs affordable, reasonable limitations must be placed upon liability. Paragraph 1 is included below to benefit all patients of the Center, including Patient and Partner.

Patient and Partner acknowledge that they have consulted or had opportunity to consult with such advisors as were necessary to enable them to decide to participate in the FET Program, to enter into this Agreement, and to sign the related consent forms.

In consideration of the premises and the rights and obligations created here under, Patient and Partner and the Center agree as follows:

**PART I – AGREEMENT**

- 1) In consideration of being accepted into the Programs of the Center, Patient and Partner waive, to the maximum extent permitted by law, any and all claims which they or either of them may hereafter be entitled to assert to recover damages from the Center, or any personnel thereof, for mental suffering, emotional distress, failure to achieve pregnancy, representations as to the likelihood or rate of success in achieving pregnancy, or any related

cause of action or basis for liability. No assurance has been, or can be, given as to achieving the pregnancy of the Patient.

- 2) If Patient or Partner or both of them shall make the Center or any of its officers a party to any litigation arising from any disagreement between Patient and Partner as to the rights of either or both of them here under as to each other or as to the Center, Patient and Partner shall be liable for the reasonable attorney's fees and other costs of the Center in such litigation unless the Center is found therein to have (i) breached this Agreement, (ii) acted arbitrarily and capriciously so as to justify being made a party to the legal proceedings, or (iii) committed a tort (wrong) against Patient and/or Partner.
- 3) In consideration of the foregoing and in reliance on the reasonable accuracy of information given by Patient and Partner in their application for the ART Program, the Center accepts Patient and Partner into the Center's FET Program, subject to obtaining their informed consent below.

## **PART II – INFORMED CONSENT TRANSFER OF CRYOPRESERVED AND THAWED PRE-EMBRYOS**

- A. We (the undersigned Patient and Partner) understand that a Frozen Embryo Transfer is a clinical procedure performed under the direction of the Fertility Center of Colorado ("the Center"). It is designed to initiate a successful pregnancy after cryopreservation and subsequent thawing of pre-embryos, which are fertilized eggs. We understand that participation in this clinical procedure is voluntary. If we elect not to participate, or decision will not affect our relations with the Center or result in any penalty or loss of benefits to which we are otherwise entitled.
- B. We have read this document carefully and know we should ask questions about anything which is unclear before we decide whether to be participants in this procedure.
- C. We also understand that:
  - (1) Multiple office visits, ultrasounds, blood tests, injections, and hormonal treatments may be required;
  - (2) Embryos may not survive the cryopreservation and thawing procedures;
  - (3) Embryos may not divide normally (those embryos considered to be abnormal will not be transferred); and
  - (4) The possibility of pregnancy may not occur.
- D. Laboratories worldwide now have the ability to cryopreserve and thaw human pre-embryos and to establish pregnancy after transfer. Many babies have been born subsequent to the transfer of such frozen/thawed pre-embryos. Studies of these pre-embryos and extensive investigations of cryopreserved animal pre-embryos suggest no increase in risk of abnormalities in offspring that had been cryopreserved. This does not mean that cryopreservation and successful thawing of pre-embryos eliminates the normal risk of obstetric complications or fetal abnormalities but rather that cryopreservation and thawing does not appear to create an increased risk, although the possibility of a presently unforeseen risk cannot be completely eliminated.
- E. Any information obtained during these procedures that can be identified with us will remain confidential and will be described to individuals not connected with this project only with our written permission. We understand that photographs or videotapes may be taken of the pre-embryos during the thawing procedures as a permanent record and for possible use at a medical meeting or with the lay public for educational purposes. We understand that confidentiality will be maintained. We understand that we have the right to review these records at any time, and we authorize any appropriate government agency to do so.
- F. We understand that with any technique necessitating mechanical support systems, equipment failure can occur. Neither the Center nor its directors, employees, or consultants

are to be held liable for any destruction, damage, or improper freezing, maintenance storage, withdrawal, thawing, and/or delivery caused by or resulting from any malfunction of the storage tank, failure of utilities strike, cessation of services or other labor disturbance, any fire, wind, earthquake, water, or other acts of God, or the failure of any other laboratory equipment.

- G. We are advised that the Center provides no insurance coverage, compensation plan, or free medical care plan to compensate us if we or our pre-embryos are harmed in any way by this thawing procedure. If we believe that we have been harmed, we may contact the Center, which will be glad to review the matter with us.

Signed:

\_\_\_\_\_ (Patient)                      Date \_\_\_\_\_

\_\_\_\_\_ (Witness)                      Date \_\_\_\_\_

\_\_\_\_\_ (Partner)                      Date \_\_\_\_\_

\_\_\_\_\_ (Witness)                      Date \_\_\_\_\_

The Fertility Center of Colorado:

\_\_\_\_\_                                      Date \_\_\_\_\_  
Authorized Representative