

The Fertility Center of Colorado  
6160 Tutt Boulevard, Suite 210  
Colorado Springs, CO 80922  
(719) 636-0080 FAX (719) 636-3030

**CONSENT FOR IN-VITRO FERTILIZATION  
AND EMBRYO TRANSFER**

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").

**DESCRIPTION**

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 *In-Vitro* Fertilization and Embryo Transfer Program ("IVF-ET") to qualified patients as an option upon the terms and conditions of this agreement. The Center's ART and IVF-ET Program is designed to aid couples who are infertile due to one or more conditions.

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 I-B 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 IVF-ET Program, to enter into this Agreement, and to sign the related consent forms.

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

**PART I – AGREEMENT**

- A. The male Partner agrees to provide his sperm, and the female Patient agrees to provide her oocytes (eggs) to the Center to be used by the Center in accordance with this Agreement. (If donated sperm or eggs are to be used, a separate form is required to be signed and attached hereto.) The Center shall use its laboratory procedures in an effort to achieve fertilization of one or more of the eggs.
- B. 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.

- C. 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 hereunder 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.
- D. 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 IVF-ET Program, subject to obtaining their informed consent below.

## **PART II – INFORMED CONSENT FOR IN-VITRO FERTILIZATION AND EMBRYO TRANSFER**

- A. We (the undersigned Patient and Partner) understand that IVF-ET is a clinical procedure performed under the direction of The Fertility Center of Colorado ("the Center"). We understand that participation in this clinical procedure is voluntary. If we elect not to participate, our 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 further understand that this procedure is intended to benefit us personally by creating additional opportunities for the initiation of pregnancy.
- C. We understand that the IVF-ET Program consists of four stages:
  - 1. The stimulation of multiple ovarian follicles for egg development
  - 2. Undergoing transvaginal ultrasound guided egg retrieval by the insertion of a needle into the ovary to obtain an egg;
  - 3. The fertilization of the egg(s) in the laboratory by sperm from the male partner or from a donor (We understand we will need to sign a separate consent form if donor sperm is used). Then if fertilization and early embryo development occurs normally,
  - 4. The transfer of the pre-embryos into the patient's uterus by passing a small plastic catheter through the cervix.
- D. 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 IVF 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.
- E. 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 or damage, caused by or resulting from any malfunction of the mechanical systems, 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.
- F. 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 procedure. If we believe that we have been harmed, we may contact the Center which will be glad to review the matter with us.

- G. We understand that all costs for infertility testing and any and all IVF procedures will be our responsibility.
- H. 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. Our signatures below mean that we freely agree to participate in this treatment. We understand and accept the risks involved in the use of *In-Vitro* Fertilization to increase the chances of becoming pregnant. We understand no warranty or guarantee has been made to us as to the results of this procedure.

Signed:

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

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

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

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

The Fertility Center of Colorado:

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

Please Print

\_\_\_\_\_  
 Names of Patient and Partner

\_\_\_\_\_  
 Street Address

\_\_\_\_\_  
 City                                      State                                      Zip Code

\_\_\_\_\_  
 Home Phone                                      Work Phone