

# REPRODUCTIVE RESOURCE CENTER

*20 years of Innovation*

## CONSENT FOR THERAPEUTIC INSEMINATION MARRIED RECIPIENT WITH ANONYMOUS OR DIRECTED DONOR SPERM

We, \_\_\_\_\_ and \_\_\_\_\_, being husband and wife, authorize Reproductive Resource Center of Greater Kansas City, P.A. ("Reproductive Resource Center"), Dr. Brabec and/or Dr. Riggs and her/his designated assistants ("staff") to perform one or more artificial insemination(s) with the sperm obtained from an anonymous donor(s) or directed donor(s) for the purpose of making the wife pregnant. We understand that it is our decision and we may elect to use sperm from an anonymous donor or a directed donor who we know.

In the case of an anonymous donor, we agree that donor sperm that has been frozen (for storage purposes) shall be used. We understand and agree that anonymity cannot be guaranteed, and that it cannot be guaranteed that the same donor will be utilized for each insemination.

In the case of a directed donor, we agree that donor sperm that is fresh or frozen (for storage purposes) may be used.

We understand that there is no guarantee that these inseminations will result in a pregnancy. We further understand that within the normal human population, a certain percentage (approximately 3%) of children are born with physical or mental defects, and that the occurrence of such defects is beyond the control of physicians. Therefore, we understand and agree that Reproductive Resource Center, its physicians and staff, do not assume responsibility for the physical and mental characteristics of any child or children born as a result of artificial insemination. We also understand that within the normal human population, approximately 20% of pregnancies result in miscarriages and that this may occur after donor insemination as well. Similarly, obstetrical complications may occur in any pregnancy. We also understand and accept that the artificial insemination carries with it the risk of sexually-transmitted diseases, including but not limited to, gonorrhea, chlamydia, syphilis, herpes, hepatitis and acquired immune deficiency syndrome (AIDS). This agreement is not a contract to cure, a warranty of treatment, nor a guarantee of conception. We agree to fully release, indemnify, defend, protect and hold harmless the sperm donor, Reproductive Resource Center, its physicians and staff from any and all liability for the mental or physical nature or characteristics of any child or children conceived or born as a result of this treatment, and obstetrical complications that may arise in a resultant pregnancy and for affirmative acts or acts or omissions, which may arise during the performance of this agreement.

We understand and agree that, if a woman is artificially inseminated with the consent of her husband, the husband will be and is treated in law as if he were the natural father of a child or children thereby conceived.

It is further agreed that from conception, I, \_\_\_\_\_ as husband, accept the act of insemination as my own and agree that: 1) Such child or children conceived or born shall be my legitimate child(ren) and heir(s) of my body, and 2) I hereby waive forever any right which I might have to disclaim or omit the child(ren) as my legitimate heir(s), and 3) Such child(ren) conceived and/or born shall be considered to be in all respects, including descent and distribution of my property, a child(ren) of my body.

Reproductive Resource Center recommends that patients and their partners select and consult with a qualified attorney regarding any legal rights or obligations, parental rights or obligations, estate planning, inheritance and other legal matters which may arise as a result of these planned procedures, medical treatment and any resulting conception and birth(s) of a child or children.

Reproductive Resource Center may use the agreement as necessary in connection with any legal proceeding to which it is relevant.

IN SIGNING THIS AGREEMENT, WE CERTIFY THAT WE: 1) HAVE READ AND FREELY AND KNOWINGLY AGREE TO EVERYTHING STATED IN THIS AGREEMENT; 2) UNDERSTAND THE EXPLANATION WE HAVE RECEIVED REGARDING THE PROCEDURES; 3) HAVE BEEN GIVEN ALL THE INFORMATION DESIRED BEFORE SIGNING THIS AGREEMENT; AND 4) HAVE BEEN GIVEN A COPY OF THIS AGREEMENT.

Wife Name \_\_\_\_\_ Wife's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(please print)

Husband Name: \_\_\_\_\_ Husband's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(please print)

Witness Name: \_\_\_\_\_ Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(please print)