

# OVAGEN FERTILITY

THE NEXT GENERATION

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## CONSENT AND AGREEMENT TO PARTICIPATE IN FROZEN-THAWED EMBRYO TRANSFER PROGRAM (FET)

1. **Consent:** We, (print "patient's" name) \_\_\_\_\_  
and (print "partner's" name) \_\_\_\_\_, have frozen embryos in storage at Ovagen Fertility, LLC (formerly Reproductive Specialty Laboratory of Middle Tennessee, LLC) that we wish to thaw and have transferred into the wife's uterus. By signing this document ("the Agreement"), we request placement on OVAGEN's calendar for frozen embryo transfer, and confirm our understandings regarding this process.
2. **Transfer and Implantation Explained:** The Physician has explained the transfer and implantation procedures to us. The embryos will be thawed, and each embryo will be examined to determine whether it is appropriate for transfer before a transfer to the Wife's uterus can take place at the appropriate time. Steps to increase the likelihood of implantation may include blood and other testing, courses of medication, ultrasound, and/or other medical procedures. We understand that the transfer of embryos is performed by inserting a catheter into the uterus of the Wife.
3. **Risks and Benefits of Transfer and Implantation of Frozen Embryos:** The Physician has explained the risks and benefits of the transfer and implantation of frozen embryos and any alternatives to this procedure. All of the questions we have asked about these matters have been answered in a manner that we understand. In this regard, we have been specifically informed of the following risks and benefits from this procedure:
- a. We understand that the risks to the embryo associated with human embryo freezing, thawing, and transfer are not well established at present. However, in a limited number of births from frozen human embryos, no increase in developmental defects has been reported. We understand that the Physician's determination that an embryo is medically appropriate for transfer is not a guarantee of any sort. We understand that undetectable damage to embryos may occur due to failure of the mechanical support systems intended to maintain the frozen embryos at the proper temperature or due to problems arising during transfer to the uterus. We understand that such damage may occur despite all reasonable precautions having been taken.
  - b. We understand that within the population at large, a certain percentage of children with physical or mental defects are born and that congenital defects do occur in the absence of cryopreservation.
  - c. We understand that there is a risk of multiple gestations if one or more embryos are transferred.
  - d. The potential benefit from this procedure is a chance of pregnancy.
4. **No Guarantee of Success:** We understand that the pregnancy success rate of transferred frozen embryos is variable and no representations guaranteeing creation of a pregnancy through the transfer of frozen embryos have been made.
5. **Release:** We hereby fully release OVAGEN and the Physician and any person or corporation acting as an agent, member, employee, or subcontractor of the Physician, and hold them harmless from any and all liability, other than that due to negligence, resulting from their acts or omissions taken pursuant to this Agreement.

This consent is effective for this and subsequent attempts to achieve pregnancy through frozen embryo transfer. **This consent will remain valid until revoked in writing by patient and partner.** In signing this document: we certify that we have read and freely and knowingly agree to everything stated in this document, and we understand the explanation we have received regarding the use of cryopreservation and embryo transfer.

\_\_\_\_\_  
Wife's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Husband's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
IVF Nurse Coordinator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Physician's Signature

\_\_\_\_\_  
Date