

**UNIVERSITY OF UTAH SCHOOL OF MEDICINE
SALT LAKE CITY, UTAH**

**DEPARTMENT OF OBSTETRICS AND GYNECOLOGY
AND
DIVISION OF UROLOGY**

**CONSENT TO PERFORM PROCEDURES TO ACHIEVE PREGNANCY
THROUGH ARTIFICIAL INSEMINATION OF DONOR SEMEN**

1. We, as husband and wife, acknowledge that we have been unable to achieve a pregnancy because of one or more of the following conditions, notwithstanding thorough evaluation and therapy:
 - (A) Abnormality of the semen, including reduced numbers, and/or quality or absence of sperm;
 - (B) Cervical disease, including immobilization of the sperm;
 - (C) Endometriosis;
 - (D) Other causes including unexplained infertility;
 - (E) Or have genetic problems.

2. We hereby affirm our desire to achieve pregnancy and request that artificial insemination procedures be utilized in an attempt to achieve pregnancy in the wife with semen obtained from an unidentified and undisclosed third party donor(s).
 - (A) In order to facilitate the success of this procedure, we agree to follow procedures and complete documentation as outlined by the Department of Obstetrics and/or the Division of Urology of the University of Utah School of Medicine.

3. We are aware, on the basis of present information, the chances that a pregnancy will be achieved by the artificial insemination procedure(s) are 40-75% through six cycles, and acknowledge that no representations or guarantees, express or implied, have been made to us with respect to whether the procedure(s) will be successful.

4. We have been fully informed of all known significant and substantial risks incident to artificial insemination, whether fresh or frozen semen is used, which include:
 - (A) Bleeding and/or infection;
 - (B) Pain associated with the various procedures;
 - (C) Discomfort and complications connected with pregnancy, childbirth and delivery;
 - (D) Birth of an infant or infants suffering from any birth defect(s), or of abnormalities of any kind, including but not limited to infection(s) or disease(s) transmitted through donor semen;
 - (E) Uncertainty of genetic, hereditary traits or tendencies of such offspring;
 - (F) Other adverse consequences of any kind, which are unknown but may arise or be connected directly or indirectly to the artificial insemination and/or procedure(s).

5. We acknowledge that if pregnancy is achieved there is no assurance of a live or healthy birth, or of a normal genetic contribution from the donor's sperm, and that in any event, all pregnancies face a 3-4% risk of some birth defect. There is no known evidence that artificial insemination procedures or the use of donor sperm increases the risk of a birth defect.

6. We have been offered the option of carrier testing or chromosome testing of the donor if there is a history of autosomal recessive trait or a heritable chromosomal translocation in the wife.

7. We have had an unlimited opportunity to ask questions about the procedure(s) and the risks involved, and our

questions have been fully answered to our satisfaction.

8. We acknowledge that our participation in the artificial insemination procedure(s) is voluntary.
9. In order to artificially inseminate the wife, the doctor hereafter identified shall obtain the necessary semen from a third party donor, selected by the undersigned in consultation with the doctor. The donor shall not at any time be advised of the identity of the wife, nor of the success or failure of the insemination. The undersigned, and each of them, agree that the identity of the donor shall not be divulged to them or any offspring resulting from such insemination for any reason by the doctor, except upon the issuance of a duly authorized order of court of competent jurisdiction, the issuance of which shall not be sought by the undersigned. The doctor shall require the donor to agree in writing not to seek out the identity of the undersigned.
10. We jointly and severally agree to recognize and accept the full legal, moral, parental, financial, social, emotional and cultural responsibility and care of any offspring that may result from any pregnancy achieved through the artificial insemination procedure(s). We also mutually and individually agree to accept and assume the same duties, obligations and responsibilities toward such offspring to the full extent in the same manner as owed by the undersigned to naturally occurring offspring, and acknowledge and agree that any offspring resulting from the artificial insemination procedure(s) shall be their legal heir(s) and that the said offspring shall be, for all purposes, the child of the husband and wife, and the husband shall for all purposes be considered the father of the said offspring.
11. We hereby covenant and agree, without reservation of right, in law or equity, to indemnify, hold harmless and release the doctor, the persons who are the donors of the semen, those persons who collect, store, and/or preserve and manipulate the semen specimens, the University of Utah, the University of Utah Hospital, the Department of Obstetrics and Gynecology, the Division of Urology, their officers, employees and agents from any and all liability or obligation of any kind whatsoever, in any manner connected with or related to:
 - (A) Complications of pregnancy;
 - (B) Complications in any manner connected with child birth and/or delivery;
 - (C) Birth of any infant or infants suffering from any birth defect, or of abnormalities of any kind, including but not limited to infections or transmitted diseases through donor semen;
 - (D) Genetic, hereditary traits or tendencies of such offspring;
 - (E) Any other adverse consequences of any kind that may arise or be connected directly or indirectly to or in any manner with offspring resulting from the artificial insemination and/or procedure(s) herein authorized or contemplated.
12. We agree, individually and severally, that neither of us will at any time, or for any reason, assist, aid or abet in any way, any person, including any child or offspring, in initiating or pursuing any claim or legal proceeding with respect to any matter arising out of, or resulting from the artificial insemination procedure(s) authorized herein.

13. We acknowledge that the University of Utah, the University of Utah School of Medicine, the Department of Obstetrics and Gynecology, the Division of Urology, and all officers and employees, including our doctor, are subject to the provisions of the Utah Governmental Immunity Act, Section 63-30-1, et seq., U.C.A. 1953 as amended, which Act controls all procedures and limitations with respect to claims of liability.

14. We agree and acknowledge that the procedures(s) authorized herein shall be considered for all purposes, medical services.

15. With the above considerations in mind, we, individually and as husband and wife, hereby consent to, request and authorize Dr. _____, who is herein referred to as "our doctor," and such assistants and associates as our doctor may designate, to undertake one or more artificial insemination procedures in an attempt to achieve pregnancy in the wife, understanding and accepting all the risks and responsibilities attendant thereto.

16. Procedures Authorized to Treat Unforeseen Conditions. We recognize that during the course of any of the procedures outlined above, unforeseen conditions may necessitate additional or different procedures than those set forth above. In the event we authorize and request our doctor, his assistants or his designees, to perform such procedures as are in the exercise of professional judgment necessary and desirable.

17. Confidentiality. We understand that our doctor, the Department of Obstetrics and Gynecology, the Division of Urology and the University of Utah, will consider the information developed about us during this treatment as confidential, and that neither our identity nor specific medical details will be revealed by any of them without our prior consent; however, specific medical details may be revealed in professional publications, but our identity is not to be revealed. We understand that in the event an authorized government agency reviews this or other documents, they may learn of our identity.

18. Consent Agreement Binding Upon the Heirs. This Consent Agreement shall be binding upon our administrators and heirs.

19. Signatures. We acknowledge by our signatures below that we have read the foregoing and that all questions pertaining thereto have been answered to our satisfaction.

UNDERSIGNED:

Wife: _____

Date: _____

Husband: _____

Date: _____

WITNESS:

 SIGNATURE OF DOCTOR PROVIDING
 THE ABOVE INFORMATION:

 Date: _____