

AUTHORIZATION FOR RELEASE OF SEMEN FOR AT-HOME INSEMINATION

This authorization must be completed by an individual **("Client")** who is the recipient of semen specimens ("**Specimens**") for use in an at-home insemination (AHI) procedure. The undersigned Client hereby represents, warrants, acknowledges and agrees as follows:

ELIGIBLITY FOR AHI

- 1. Client must establish an account with California Cryobank LLC ("CCB") in her own name and complete the Donor Semen Services Agreement (A3).
- 2. Client shall make arrangements to prepay in full for any Specimens and/or shipping orders Client places.
- 3. CCB is prohibited from shipping Specimens for AHI to New York State residents without a written physician authorization. It is the Client's sole responsibility to obtain such authorization and provide it to CCB prior to scheduling shipment of Specimens if such shipment is to the state of New York.
- 4. CCB may be unable to ship Specimens for AHI to residents of some foreign countries, depending upon their local regulations.
- 5. Client acknowledges that Specimens will only be shipped for AHI to her current street address and for her sole personal use.

SHIPPING

- 6. Client acknowledges and accepts responsibility to be at the designated residence for receipt of specimens in a cryogenic shipping tank ("Tank") during the expected delivery time frame. CCB is not responsible for any delays in procedures or damage to Specimens due to Client being unavailable to receive delivery.
- 7. The Tank is validated to retain its temperature for 7 days from the day the Tank is shipped from CCB's place of business. The Tank must remain in the upright position to prevent rapid loss of absorbed liquid nitrogen. Failure to do so can lead to accelerated loss of the Tank's ability to retain cryogenic temperatures. If Specimens need to be kept longer, the Client must make independent arrangements for long term storage in liquid nitrogen.
- 8. Client is responsible for arranging the return shipment to CCB of the Tank by the return date listed on the Tank's packing slip. A prepaid return label is included with each shipment.
- 9. Client acknowledges and accepts that there are inherent risks in moving, transferring, and shipping Specimens. Risks include, but are not limited to Tank mishandling, shipping/transportation errors, or other errors or delays once the Tank is picked up from CCB by a carrier.
- 10. Once the Tank and Specimens are picked up from our location by the shipping provider, all risk of loss of the Tank and Specimens shall be borne by Client. CCB shall not be responsible for any Tank or Specimens lost or damaged in any way (including without limitation any degradation in quality of the Specimens) for any reason, including, without limitation, due to any act, failure to act, error or omission on the part of any person or entity, including without limitation, any agent or carrier. CCB shall not be liable for, nor shall there be any fee adjustment, refund, or credit of any kind as a result of, any loss, damage, delay, mis-delivery or non-delivery of Tanks or Specimens.



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MEDICAL MANAGEMENT

- 11. CCB does not provide health care services and is unable to provide any advice regarding the suitability of a donor's Specimens for use by Client in an AHI procedure. Client is responsible for consulting her personal healthcare providers for any treatment-related questions and for management of her personal health in relation to any AHI procedures.
- 12. Client understands that reproductive care and treatments, including insemination, when performed by a healthcare provider, may include assessment and/or discussion of any medical risks to her future offspring based on her and/or the donor's family medical histories, and/or genetic test results. CCB provides donor medical histories and genetic carrier screening results for each sperm donor available on its website, free of charge, to aid Clients, in consultation with their personal healthcare providers, in evaluating, testing for, and managing any potential risks. Client acknowledges that it is her responsibility to review a donor's genetic test results and medical history and seek assistance from her healthcare providers who can assist her in understanding the information, any risks, and available testing options she may want to consider. CCB strongly recommends that women who are planning home-insemination speak with a genetic courselor to discuss this information PRIOR to shipment of vials. A genetic courselor can be located at www.nsgc.org. Client acknowledges that semen specimens can not be returned to or refunded by CCB after they have shipped from CCB's facility.

ADDITIONAL TERMS

- 13. Each CCB specimen is individually evaluated to ensure that it meets our quality standards. All vials are portioned by a standardized process that ensures the proper amount of sperm is present. Although a vial may appear to contain a relatively small amount of fluid, rest assured that there are more than enough sperm present to potentially contribute to a successful pregnancy. Specimen quality claims can only be reviewed if the specimen was evaluated by a reproductive laboratory.
- 14. Client understands and agrees that laws establishing and governing the status and legal rights of donors and recipients, and the parentage of resulting children may vary and be unsettled from state to state and in foreign countries, including with respect to AHI. CCB cannot and does not offer legal advice on these matters and advises Clients to consult with an attorney with expertise in family law related to assisted reproductive technologies. Client indemnifies CCB for all aspects of any resulting claims and agrees that CCB shall not be responsible or liable for any claim relating to the legal rights, responsibilities and/or legal status of any donor, Client, recipient(s), or resulting child(ren).
- 15. CCB shall not be responsible or liable for any loss, liability or damage suffered by Client, whether direct, indirect, consequential, special or otherwise, due to any act, failure to act, error, or omissions of any person or entity, including without limitation any agent or carrier, except as may result solely from CCB's negligence. CCB shall not be liable for, nor shall any adjustment, refund, or credit of any kind be made as a result of, any loss, liability, damage, delay, mis-delivery or non-delivery, except such as may result solely from CCB's negligence. Without limiting the generality of the foregoing, CCB shall not be responsible or liable for any mishandling, mislabeling or other errors in identification or delivery to Client of Specimens, except those that resulted solely from CCB's negligence occurring prior to CCB's delivery of such Specimens to the carrier. In the event CCB is found to be liable to Client for any loss, liability or damage suffered by Client, Client's sole right and remedy shall be a refund of the fee paid by Client to CCB for the Specimens.



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16. This authorization is valid and binding as of the date of signature.

| Date of Birth | |
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| E-mail | |
| Date | |
| Please keep a copy for your records | |
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