MIDWEST
SPERM BANK

PATIENT CONSENT FORM FOR THERAPEUTIC INSEMINATION

All fields, including signatures, must be complete for form to be processed.

Patient Name: _____

Date: _____

Patient Partner Name (if applicable) : _____

WHEREAS:

A. Midwest Sperm Bank, LLC., and Illinois Limited Liability Company ("Midwest Sperm Bank:) which operates as a sperm bank, the business of which is the collecting, testing, storing, freezing, and selling of human sperm to licensed physicians and health care facilities for the sole purpose of therapeutic insemination of human beings.

Recipient is a patient of _____
(Facility or Doctor)

In consideration of the sale to licensed physicians and health care facilities, (collectively referred to a "Facility"), by Midwest Sperm Bank of specimens of human sperm ("specimens") to be used in the therapeutic insemination of Patient, and as a condition of sale,

Patient Acknowledges:

I. Representations of Patient.

A. Patient has read this Acknowledgement and understand it. Patient has had the opportunity to review it with Patients' spouse or partner, if any. Patient has had the opportunity to review Acknowledgment with legal counsel of Patient's choosing, regardless of whether Patient has taken the opportunity to so review it. Patient executes the Acknowledgment freely.

B. Facility has advised Patient of the risks involved in therapeutic insemination. These risks include, but are not limited to:

1. Infection
2. Development of sperm antibodies
3. Psychological disturbance as a result of therapeutic insemination being performed upon patient, her partner, if any, or upon any other person;
4. Anaphylactic or allergic responses to the sperm and seminal implantation;
5. The occurrence of abortion;
6. the occurrence of any congenital abnormality including, but not limited to, genetic, chromosomal, environmental, metabolic, internal or external;

7. Abnormalities relating to appearance and/or features of the newborn including, without limitation, ethnic or racial variation, skin color, eye color, hair color, and/or abnormalities related to these structures or to any other internal or external structure;
8. Neuropsychological or other aberrations of the offspring;
9. Physical or mental abuse by the partner, sibling of the newborn or any other person;
10. Subsequent diseases, whether foreseeable or unforeseeable;
11. Potential psychological implications of any birth as a result of therapeutic insemination on the relationship of the partner, if any, the child or children, any other child or children, or any other relationship.

C. Patient and Patient's spouse or partner, if any have executed and delivered to Facility consent to therapeutic (artificial) insemination.

D. Patient shall not permit therapeutic insemination which is not carried out under the supervision of a licensed physician, which licensed physician may be the facility.

E. Patient (and Patient's spouse/partner, if any) acknowledges that the semen used to carry out the therapeutic insemination will be donated by a man other than Patient's spouse/partner.

F. Patient (and Patient's spouse/partner, if any) has been advised, acknowledges and understand Patient's legal relationship to any child born as a result to therapeutic insemination.

G. Patient (and Patient's spouse/partner, if any) has been advised, acknowledges and understands that within the normal human population a certain percentage of children are born with physical or mental defects, and that the occurrence of such defects is beyond the control Midwest Sperm Bank or Facility and the current stat of medical science.

H. Patient (and Patient's spouse or partner, if any) has been advised, acknowledges and understands that within the normal human population a certain percentage of children are born with physical or mental defects, and that the occurrence of such defects is beyond the control of Midwest Sperm Bank or Facility and the current state of medical science.

I. Patient and not Midwest Sperm Bank or Facility, has selected the donor of the specimens to be used for therapeutic insemination.

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II. Disclaimer of Warranties.

A. Except as otherwise specifically set forth in this consent, Midwest Sperm Bank hereby disclaims all express and implied warranties INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF OF FITNESS FOR A PARTICULAR USE. In no event shall Midwest Sperm Bank be liable for incidental or consequential damages of any kind to Patient, Facility, or to any child born as a result of therapeutic insemination with Specimens supplied by Midwest Sperm Bank.

B. Patient acknowledges that Specimens are subject to spoilage and other risks inherent in organic matter. Consequently, Midwest Sperm Bank shall not be liable to Patient or to any person by reason of its inability to supply a Specimen, even if Midwest Sperm Bank has previously indicated that the specimen is available.

III. Donors' Information.

A. Patient or the offspring of patient shall not have the right to learn the identities of the individual donor of the specimens used in the therapeutic insemination. Those offspring of patients using the donor as an open donor, at the age of 18 have the right to learn the identity of the donor.

B. It is understood that neither (1) Patient or (2) Offspring of the Patient can claim any rights to financial compensation for any child conceived through therapeutic insemination using individual donor sperm.

IV. Diagnostic Tests.

Patient acknowledges that the following screening and diagnostic tests AND NO OTHERS will have been performed on all specimens delivered to the facility or on the donor by a licensed laboratory. Testing is performed on donor's semen specimen, blood or urine samples only. No X-ray or other unidentified tests are performed on the donor. Results of tests performed upon the donor's specimens, blood and urine samples are archived.

These tests will have been conducted in accordance with parameters recommended by the American Association of Tissue Banks, The American Society for Reproductive Medicine, the Centers for Disease Control, and the Food & Drug Administration (FDA), where appropriate. All other donors prior to 2011 were evaluated for the following tests except the Foresight Carrier Screen (Myriad Women's Health) Test (Counsyl).

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As of January 1, 2011 the initial evaluation of all new donors consist of the following tests:

- Blood Group and Rh factor
- Chlamydia Trachomatis
- Neisseria Gonorrhea
- Cytomegalovirus (CMV) Total (IGg +IGm) Antibodies, if positive for CMV IGg and CMV IGm antibodies
- Hepatitis B Core Total Antibody
- Hepatitis B Surface Antigen
- Hepatitis C Virus Antibody
- HIV - 1/O/2
- HIV - 2
- HTLV - I
- HTLV - II
- NAT HIV
- NAT HCV
- NAT HBV
- Syphillis (T Pallidum)
- Foresight Carrier Screen (Myriad Women's Health)

Final Testing:

- Chlamydia Trachomatis
- Neisseria Gonorrhea
- Cytomegalovirus (CMV) Total (IGg + IGm) Antibodies, if positive CMV IGg and CMV IGm antibodies
- Hepatitis B Core Total Antibody
- Hepatitis B Surface Antigen
- Hepatitis C Virus Antibody
- HIV - 1/O/21
- HIV - 2
- HTLV - I
- HTLV - II
- NAT HIV
- NAT HCV
- NAT HBV
- Syphillis (T Pallidum)

All donors are negative for Cystic Fibrosis and SMA (Spinal Muscular Atrophy). Since we are all potential carriers of genetic mutations, our donors also may be carriers of additional genetic mutations. About 75% of our donors who have undergone extensive genetic testing have tested positive for one or more rare recessive mutations. Additional genetic testing is not performed on any donor unless a pregnancy is at risk with a client with known genetic mutations.

I understand that there is an inherent risk present with the use of any donor which is about the same risk associated with having a child naturally within the normal human population.

Midwest Sperm Bank
4333 Main Street Downers Grove, IL
1-630-810-0490 (Fax)
msbdg2@gmail.com

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ALL SPECIMENS ARE QUARANTINED A MINIMUM OF 180 DAYS. *No tests are performed for cancer markers or multiple sclerosis*.

B. Even if the tests described in the preceding paragraph show results within normal limits, even when properly administered, have their own limitations. Consequently, patients take the risk that certain specimens will not be disease free even though the test results may indicate otherwise. NO GUARANTEE IS GIVEN, OR CAN BE GIVEN THAT SPECIMENS ARE OR WILL BE DISEASE FREE.

V. Disclaimers

A. Midwest Sperm Bank shall not be responsible for, and Patient hereby releases Midwest Sperm Bank and any other laboratory which renders services to Midwest Sperm Bank with respect to the Specimens or the donor(s), and the agents, officers, directors and employees of all these entities - from all liability of any kind or nature with respect to:

1. A failure of the Specimens to induce pregnancy;
2. The handling or supervision of the Specimens after they have left Midwest Sperm Bank;
3. Any birth defects or abnormalities of any kind, including genetic, chromosomal, environmental, metabolic, internal or external defects or abnormalities resulting from a pregnancy induced by the specimens;
4. Any failure of the specimens to produce the characteristics, set forth in the Donor Selection Brochure, in a child born as a result of theraputic insemination with donor specimens;
5. My abortion, natural or induced, resulting from a pregnancy induced by the Specimens;
6. My claim against Facility which arises from, is connected with, or is in any way related to the Specimens and any therapeutic insemination in which they are used. In this connection, Patient acknowledges that Midwest Sperm Bank is relying totally upon the representation of its donor that: (1) the specimen collected by that donor is the donor's own; and (2) the donor has the genetic and hereditary characteristics and health profile claimed in the donor profile completed by the donor.

NEITHER MIDWEST SPERM BANK NOR ANY LABORATORY EMPLOYED BY MIDWEST SPERM BANK MAKES AN INDEPENDENT SUPERVISION OF THE DONATION. NEITHER MIDWEST SPERM BANK NOR ANY LABORATORY EMPLOYED BY MIDWEST SPERM BANK MAKES AN INDEPENDENT VERIFICATION OF ANY INFORMATION CONTAINED IN THE DONOR PROFILE. NEITHER MIDWEST SPERM BANK NOR ANY LABORATORY EMPLOYED BY MIDWEST SPERM BANK SHALL BE LIABLE TO FACILITY/PATIENT OR TO ANY OTHER PERSON/PARTY BY REASON OF THE BREACH OF ANY REPRESENTATION MADE TO IT BY THE DONOR. NEITHER MIDWEST SPERM BANK NOR ANY LABORATORY EMPLOYED BY MIDWEST SPERM BANK SHALL BE LIABLE TO FACILITY/PATIENT OR TO ANY OTHER PERSON/PARTY FOR ANY CLAIM BASED IN WHOLE OR IN PART OF INFORMATION WHICH MIDWEST SPERM BANK OR THAT LABORATORY COULD HAVE LEARNED HAD IT MADE ANY INDEPENDT INVESTIGATION OF ANY INFORMATION CONTAINED IN THE DONOR PROFILE OR ANY SUPERVISION OF THE DONATION. MIDWEST SPERM BANK'S LIABILITY PURSUANT TO THE STATEMENT MADE IN PARAGRAPH A OF THIS SECTION SHALL NOT INCLUDE ANY COSTS OF MEDICAL SERVICES, MEDICATIONS, OR ANY OTHER COST OR EXPENSE RELATED TO THERAPEUTIC INSEMINATION OR OTHER USE OF THE SPECIMENS.

VI. Limitation of Liability.

The liability of Midwest Sperm Bank shall be limited to the amount paid to Midwest Sperm Bank for the cost of the specimens shipped. Midwest Sperm Bank does not provide cargo or content liability insurance. In order to bring any claim against Midwest Sperm Bank, the patient must notify Midwest Sperm Bank of the claim within 48 hours of the incident to provide Midwest Sperm Bank with the appropriate written information using Midwest Sperm Bank's claim forms.

Midwest Sperm Bank shall not be liable for any or all acts or omissions, loss, damage, or delay, caused by occurrences beyond our control, including but not limited acts of God, weather conditions, strikes, or acts of public authorities. Furthermore, Midwest Sperm Bank, including its agents, directors, employees, is not liable for any damages incurred with respect to the transfer of the frozen donor specimens by courier service and the handling or supervision of the specimens after they have left Midwest Sperm Bank. Midwest Sperm Bank's liability, if any, is limited to the loss or damage to the frozen donor specimen vials that are ordered with Midwest Sperm Bank.

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VII. Indemnity

Patient hereby indemnifies Midwest Sperm Bank and any other laboratory which renders services to Midwest Sperm Bank with respect to the Specimens or the donor(s), and the agents, officers, directors, and employees of all these entities from and against all loss, liability, damage and expense (including reasonable attorneys' fees) of any kind or nature which any of them may suffer or incur by reason of any claim by any party (including, without limitation, the claim of any child born as a result of therapeutic insemination with the Specimens, or the other relatives of any such child) which arises from, is connected with, or is in any way related to any of:

1. The Specimens and any therapeutic insemination in which they are used;
2. Performance or non-performance of any act to be performed (or not to be performed) by facility;
3. Any condition, warranty, representation or state of facts as to which Midwest Sperm Bank has disclaimed responsibility;
4. The failure of Facility or Patient to conform to applicable law with respect to the Specimens or any therapeutic insemination in which the Specimens are used.

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VIII. Release

Patient hereby releases Midwest Sperm Bank and any other laboratory which renders service to Midwest Sperm Bank or the donor(s) and the agents, officers, directors, and employees of all these entities from any claim of any kind or nature which Patient may have or may subsequently acquire with respect to any matter which rises from, is related to, or is in any way connected with the Specimens, the use of the Specimens by Facility, the therapeutic insemination of Patient and any of:

A. For all of the purposes of this consent, except where a distinction is specifically made between Patient and Patient's partner or other relatives, the term "Partner" shall include (a) Patient, (b) Patient's partner, if any and (c) all relatives of Patient, whether by blood, marriage or adoption.

B. This consent contains the entire understanding between Midwest Sperm Bank and Patient with respect to its subject matter and may not be altered, amended or changed other than by writing signed by Patient and Midwest Sperm Bank. This consent shall be interpreted in accordance with the laws of the State of Illinois applicable to agreements wholly to be performed therein. The parties hereto consent to the exclusive jurisdiction and venue of the state and federal courts located in DuPage County, Illinois.

IN WITNESS WHEREOF, the parties have signed, sealed, delivered and caused this consent to be executed as the date first set forth above.

Patient: _____ **Date:** _____

Patient's Partner: _____ **Date:** _____

WITNESS: _____

Please complete this form and either Fax, Mail, or Email the form to us. Contact information can be found below.

Midwest Sperm Bank
4333 Main Street Downers Grove, IL
1-630-810-0490 (Fax)
msbdg2@gmail.com