

RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

As a condition of obtaining sperm for the purpose of artificial insemination from Allina Hospitals and Clinics (doing business as Abbott Northwestern Hospital Andrology Laboratory) (“Andrology Lab”), I (or “we”, including my spouse, if I am legally married) agree to the following:

1. I (we) have read and understand this Agreement and the document entitled “What You Should Know about the Andrology Lab” and have read, understood, and signed the document entitled “Request and Consent to Obtain Sperm for Artificial Insemination.”
2. I (we) understand and agree that Andrology Lab cannot be responsible for the physical, mental, or genetic characteristics of any child or children conceived by insemination with sperm obtained from the Andrology Lab.
3. I (we) acknowledge that the Andrology Lab has not made any promise or warranty regarding the results of the insemination procedure or the health or characteristics of any child or children conceived by any procedure that uses sperm obtained from the Andrology Lab.
4. I (we) release the Andrology Lab (including the Andrology Lab’s employees, officers, directors, and affiliates) from any and all responsibility and liability for any loss arising from complications of pregnancy, childbirth or delivery; the birth of a child, whether normal or abnormal in any respect; or the genetic, heredity, or hereditary tendencies of any offspring conceived with sperm obtained from the Andrology Lab.
5. I (we) also agree not to sue or seek to hold the Andrology Lab liable in any way for any other loss arising out of artificial insemination using sperm obtained from the Andrology Lab, unless the loss is a direct result of the Andrology Lab’s negligence. I (we) agree to indemnify and repay the Andrology Lab for all costs and expenses (including, but not necessarily limited to attorney fees, court costs, damages, and judgments) it incurs as a result of any legal action brought in violation of my (our) promise not to sue.
6. I (we) agree to inform my physician if an infant is born as a result of artificial insemination with sperm provided by the Andrology Lab, and of any abnormalities or undesirable hereditary characteristics that the infant may have. I (we) further authorize the physician to release this limited information to the Andrology Lab for record-keeping purposes.
7. I (we) acknowledge that I (we) have had the opportunity to review this document and to obtain legal advice concerning it. I (we) sign this Agreement knowingly and voluntarily.

(Check one) The sperm I (we) are obtaining from the Andrology Lab

was provided by the Andrology Lab through the University of Utah.

was provided to the Andrology Lab by a source other than the University of Utah.

Recipient:

Signature Date

Name printed

Recipient's spouse (if legally married):

Signature Date

Name printed

Witness:

Signature Date

Name printed Title