

# Specialists In Reproductive Medicine & Surgery, P.A.

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*Excellence, Experience & Ethics*



## Consent for Cryopreservation of Embryos

We, \_\_\_\_\_, understand and acknowledge the following:

### **Introduction:**

As a result of ovarian superovulation techniques, numerous oocytes and multiple embryos are frequently obtained through the Assisted Reproductive Techniques (ART). Implanting a large number of embryos increases the potential for a high-risk multiple gestation pregnancy. To minimize these risks and to improve the chances of a future pregnancy, excess embryos are routinely frozen (cryopreserved) and stored for future use.

### **Cryopreservation Definition:**

Cryopreservation is performed by taking excess embryos and freezing them in liquid nitrogen. These embryos are then thawed during a future cycle and placed into the uterus. Transferring cryopreserved embryos is a cost effective method to achieve a pregnancy through ART.

### **Disadvantage of Cryopreservation:**

The process of freezing, the length of time the embryos are cryopreserved and the thawing process itself may result in increased physiologic stress such that some of the embryos will not survive. In general, about 25-33% of the embryos will not survive the freeze/thaw process. It is thought that the majority of embryos that do not survive the freeze/thaw process have underlying genetic defects.

There are no known increases in birth defects or spontaneous pregnancy losses from the cryopreservation/thaw procedures.

***SRMS and other ART facilities have had difficulties with patients abandoning their embryos. We understand that it is our responsibility to make certain that SRMS knows of our whereabouts and that we take personal and financial responsibility for our cryopreserved embryos.***

### **Embryo Disposition:**

We agree that any healthy embryos that are not transferred in the fresh Art cycle will be cryopreserved. The laboratory will make the final decision as to which embryos are thought to be healthy enough to be frozen. At a later time, we will have the following options:

- Thaw and transfer of the embryos (i.e., personal use)
- Donation to science (i.e., laboratory training or quality assurance procedures)
- Donation to single women, men, lesbian/homosexual or heterosexual couples (i.e., Embryo Donation may also require later physical exams as well as paper and blood work).

**It is the policy of SRMS that any embryos that are created through the practice have a designated use and that the embryos will no longer simply be destroyed upon request.**

This requirement is different from other ART facilities but is in line with the philosophies here at SRMS. SRMS feels the embryos deserve a level of respect such that they should eventually be used for some level of "good".

### Embryo Abandonment:

Notwithstanding the above and in order to protect Specialists in Reproductive Medicine and Surgery, P.A., (SRMS), the embryos will become the property of SRMS if the storage fees are not paid in advance or instructions regarding the transfer, donation or final use of the embryos are not provided by the anniversary date. We realize that SRMS is unable to indefinitely store hundreds or potentially thousands of embryos.

A great deal of thought has gone into the disposition of *abandoned embryos*. We understand the staff of SRMS feels the embryos have a purpose and should not be routinely destroyed. As a result, once the embryos become the property of SRMS, they reserve the right to determine the disposition of the abandoned embryos including, but not limited to, embryo donation and/or scientific study. We understand that it is not the intention of SRMS to transfer embryos without the knowledge of the genetic parents; however, it seems grossly unfair to punish the embryos for the abandonment by the genetic parents. For this reason, SRMS reserves the right to make decisions regarding the fate of *abandoned embryos*.

### Additional Legal Issues:

A couple should give special consideration to the fate of their cryopreserved embryos under special circumstances. State courts are deciding cases of custody and inheritance in instances of death and divorce. In order to minimize the potential for litigation, Florida state law requires that couples indicate in writing with SRMS their options with regard to the disposition of their embryos in instances of potential **divorce** or **death** of both partners.

### **Upon Divorce**

It is the normal policy of SRMS that written consent of both partners be required before the frozen embryos are released, transferred or thawed. In the event of a **divorce**, we understand that the "ownership" of these embryos must be determined in a Property Settlement Agreement or by Order of a Court of competent jurisdiction. Until such determination, we will remain jointly liable for any storage expenses.

If during a divorce proceeding or any other legal procedure involving the disposition of the cryopreserved embryos, payment and agreements regarding SRMS storage are not maintained, SRMS will treat said embryos as abandoned.

### **Upon Death**

Because there exists the possibility of both of us **dying** or **being unable to determine the fate of our stored embryos**, we shall indicate our wishes now.

Science is advancing rapidly and we understand that one of our options would be to donate the embryos to science for the creation of cell lines, tissues and other scientific pursuits (second option below). We also understand that one of two decisions *must* be made at this time.

In the case of divorce, separation or death, we indicate our desire to have all of our cryopreserved embryos undergo the following:

**(We MUST check only one)**

- Embryo donation to needy patients
- Thaw for scientific study

**(Initials of *each* partner) (Date)**

\_\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
 \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

We understand that the above requests will take effect should both of us die or both of us become unable to determine the fate of the cryopreserved embryos.

**Initials  
Required!**

**Acts of God:**

We understand that a failure of mechanical and freezing support systems may occur. SRMS shall not be held liable for any destruction, damage or thawing caused by, or resulting from, malfunctions of the storage tanks, any utility failures, strikes, cessation of services, war, vandalism, fire, wind, earthquake, water or other acts of God.

**Indemnity:**

We shall indemnify and hold SRMS harmless for any costs of fees (including attorney fees), any losses SRMS suffers as a result of any litigation or dispute we have with each other and/or other parties. Additionally, we shall reimburse SRMS for any costs or legal fees that SRMS incurs in enforcing this Consent agreement.

**Summary:**

This agreement is not, however, a contract to cure, a warranty of treatment, nor a guarantee of conception. We do hereby absolve, release, indemnify, protect and hold harmless from any and all liability for the mental or physical nature of character of ourselves or any child or children so conceived or born, and for affirmative acts or acts of omission which may arise during the performance of this agreement.

We also understand that there may be other unforeseen risks by using cryopreservation. While it is not possible to anticipate all these risks, we have been notified of the potential for "unknown factors". We understand that the practice of medicine is not exact science. We understand that while the staff of SRMS has recommended this procedure, no guarantee can be made that it will be successful.

We understand that we may, at any time, direct SRMS to donate for uterine transfer or scientific study/research any or all of the cryopreserved embryos.

We understand that all ART procedures and this agreement are subject to the laws of the State of Florida and of the United States, both as they exist now and as they may exist in the future.

We agree to notify SRMS of any change in our address or phone number. If SRMS is unable to contact us after reasonable attempts are made regarding the disposition of our stored embryos, we understand that the embryos will become the property of the practice and that we will forfeit any rights to the embryos.

We, \_\_\_\_\_ and \_\_\_\_\_ authorize *Specialists in Reproductive Medicine & Surgery, P.A.*, and its designated assistants, to perform cryopreservation on embryos obtained through Assisted Reproductive Techniques (ART). We accept the possibility of complications with the use of the outlined procedures and wish to proceed with cryopreservation. Our questions have been answered to our satisfaction. All of the blanks in this consent have been filled prior to the signing of the signatures below:

**Cycle # 1**

_____ Patient's Signature	_____ Patient's Name (print)	____/____/____ Date
_____ Partner's Signature	_____ Partner's Name (print)	____/____/____ Date
_____ IVF Coordinator Signature	_____ IVF Nurse's Name (print)	____/____/____ Date
_____ Physician's Signature	_____ Physician's Name (print)	____/____/____ Date

**Cycle # 2**

_____ Patient's Signature	_____ Patient's Name (print)	____/____/____ Date
_____ Partner's Signature	_____ Partner's Name (print)	____/____/____ Date
_____ IVF Coordinator Signature	_____ IVF Nurse's Name (print)	____/____/____ Date
_____ Physician's Signature	_____ Physician's Name (print)	____/____/____ Date

**Cycle # 3**

_____ Patient's Signature	_____ Patient's Name (print)	____/____/____ Date
_____ Partner's Signature	_____ Partner's Name (print)	____/____/____ Date
_____ IVF Coordinator Signature	_____ IVF Nurse's Name (print)	____/____/____ Date
_____ Physician's Signature	_____ Physician's Name (print)	____/____/____ Date

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