

Choose A Gender and Richard M. Levin

225 Abraham Flexner Way, Suite 501

Louisville, KY 40202

Patient's Agreement, Release, authorization, Waiver and Indemnification for Artificial Insemination

This agreement executed and entered into this _____ day of _____, 20____ at _____ am/pm.

We, _____ and _____, being either husband and wife or significant partners and both of legal age, authorize Choose A Gender, Dr. Levin and such assistants as they may designate to inseminate _____ (wife/female's name) artificially, and to use the semen of _____ (husband or partner's name) for this purpose. We authorize Choose A Gender and Dr. Levin to employ such assistants as they may desire to assist them.

We understand that even though insemination may be repeated as often as recommended by Choose A Gender and /or Dr. Levin, there is no guarantee on their part of assurance that pregnancy or full term pregnancy will result.

We, and each of us, acknowledge our obligation to care for and support and otherwise treat any unborn child as a result of artificial insemination.

We understand that if pregnancy shall result, there is a possibility of complications of child birth or delivery, or the birth of an abnormal infant or infants, or undesirable hereditary tendencies of such issue, a result of either gender infant, not necessarily gender of choice or other adverse consequences.

Patient Signature Date

Husband/Significant Other Signature Date

Witness Date

**Patient's Agreement, Release, authorization, Waiver and Indemnification for
Artificial Insemination Page 2**

To induce Choose A Gender and Dr. Levin to render services herein requested, we and each of us agree that:

1. We release all parties (including Choose A Gender, Dr. Levin and assistants) involved from any liability and responsibility of any nature whatsoever which may result from complications of child birth and delivery or from the birth of an infant or infants abnormal in any respect, or from hereditary tendencies of such an issue, or from any other adverse consequences which may arise in connection with or as a result of the gender selection or artificial insemination herein authorized.
2. We shall refrain from bringing any legal action of any kind, and refrain from aiding anyone else in bringing legal action for or on account of any matter or thing which might arise out of the gender selection or artificial insemination herein contemplated, except for any such actions which might be grounded upon professional negligence in accomplishing the procedure contemplated.
3. Except as provided-above, we shall indemnify Choose A Gender, Dr. Levin and all other parties involved for any attorney's fees, court costs, damages, judgments or any other losses or expenses incurred by him or for which he may be responsible with any respect to any claim, legal action, or defense thereto, arising out of the gender selection or artificial insemination herein contemplated, including any claim of or legal action brought by the child or children resulting from the gender selection or artificial insemination, all expecting any action based upon professional negligence with respect to the procedures contemplated herein.

This _____ day of _____, 20_____

Patient Signature

Husband/Significant Other Signature

Witness