



## **Home Insemination Waiver Form**

At-home insemination means placing donor semen or sperm in the vagina by a method other than having sex, usually without the help of a healthcare provider. It is always recommended that you use a medical professional for all inseminations.

RECIPIENT ACKNOWLEDGES NEITHER CASCADE CRYOBANK NOR THE LABORATORY NOR ANY OF THEIR RESPECTIVE CURRENT AND/OR FORMER OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS, ATTORNEYS, INSURERS, AGENTS, REPRESENTATIVES, VENDORS, AND SUCCESSORS HAVE MADE ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, TO YOU OF ANY TYPE OR NATURE. ALL CASCADE CRYOBANK PRODUCTS AND SERVICES INCLUDING, WITHOUT LIMITATION, THE COLLECTION, PROCESSING, TESTING, FREEZING, STORAGE, SHIPPING, AND THAWING OF SEMEN SPECIMENS, ARE PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE HEREUNDER, AND NON INFRINGEMENT.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE HAVE BEEN NO REPRESENTATIONS, WARRANTIES OR GUARANTEES WITH RESPECT TO: (1) SUITABILITY OF SEMEN FOR FUTURE INSEMINATIONS OR PREGNANCIES; (2) ANY ADVANTAGE(S) OF USING SEMEN THAT HAS BEEN CRYOPRESERVED OVER OTHER CLINICAL MEANS OF INSEMINATION.

RECIPIENT AGREES ANY CLAIM AGAINST CASCADE CRYOBANK OR THE LABORATORY OR THE ASSIGNEE OF EITHER, INCLUDING BUT NOT LIMITED TO ANY CLAIM FOR LOSS, INJURY, DAMAGE, OR DESTRUCTION FOR WHATEVER REASON SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY THE RECIPIENT TO CASCADE CRYOBANK UNDER THIS AGREEMENT. THE RECIPIENT HEREBY AGREES TO RELEASE THE CLAIM AGAINST CASCADE CRYOBANK AND ITS CURRENT AND/OR FORMER OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS, ATTORNEYS, INSURERS, AGENTS, REPRESENTATIVES, VENDORS, AND SUCCESSORS AND ASSIGNS FROM ANY AND ALL OTHER LIABILITY FOR ANY AND ALL LOSS, HARM, DAMAGE OR CLAIM OF ANY KIND ARISING OUT OF OR RELATED IN ANY WAY TO CASCADE CRYOBANK'S ACTS OR OMISSIONS RELATED TO THIS AGREEMENT TO THE EXTENT THAT SUCH LOSS OR DAMAGE EXCEEDS THE AMOUNT THAT THE RECIPIENT HAS PAID TO CASCADE CRYOBANK.

Recipient acknowledges and understands that by signing this Agreement, Recipient is giving up any right that might exist either now or in the future to use or otherwise seek monetary damages or other relief against Cascade Cryobank for any reason relating to the donor sperm for at-home insemination, with the sole exception of seeking a return of any moneys paid under the Agreement.

Cascade Cryobank does not warrant that specimens are free of genetic defects or diseases. Cascade Cryobank does not represent or warrant that a pregnancy arising out of the use of semen specimens with result in the birth of a healthy, viable child and, or that a child born using a Semen specimen will be free of disease, deformities, and/or mental defects

RECIPIENT ACKNOWLEDGES THAT THIS SPECIMEN THOUGH USED FOR AT-HOME INSEMINATION, WAS AUTHORIZED FOR USE BY A MEDICAL PROFESSIONAL OTHER THAN



ONE USED BY CASCADE CRYOBANK AND UNDERSTANDS ALL RISKS ASSOCIATED WITH PERFORMING AT-HOME INSEMINATION.

### **Government Orders**

Notwithstanding any other provision in this Agreement, Cascade Cryobank may release or destroy and discard any or all semen specimens, without Recipient and/or Directed Donor's permission, or refrain from doing so despite receiving an Authorization, in each case if ordered to do so by any court of law or governmental body or agency of competent jurisdiction or upon the issuance of any law, regulation, or advisory opinion requiring, in Cascade Cryobank's opinion, the release or destruction and discarding of such specimens. For purposes of this Agreement, "Regulation" includes but is not limited to, the requirements of any federal and state permits and/or licenses, held or required to be held by Cascade Cryobank, and "agency of competent jurisdiction" includes any authority using any such permit or license.

### **Limitations of Liability**

Recipient has been counseled and acknowledges that there are inherent risks in the collection, testing, processing, freezing, storage, shipping, thawing, and use of semen, including without limitation, reduced capacity for fertilization and reduced life span of the sperm after thawing, and that Recipient expressly agrees to assume this risk. The parties acknowledge and agree that Cascade Cryobank shall have no liability to the Recipient, or Recipients' heirs, estate, legal representatives, or any person claiming through any of them, whether in contract or in tort under any other legal theory, for any damages, costs, or expenses, including without limitation, any indirect, special, incidental, consequential, or similar damages, arising out of or in connection with this Agreement or Cascade Cryobank's performance or nonperformance of its obligations hereunder, even if Cascade Cryobank has been advised of the possibility of such claim. In the event of loss, damage, or destruction of the semen specimens for any reason whatsoever, Recipient's actual damages as a result thereof would be impracticable, or extremely difficult to determine. Accordingly, the Parties hereto agree that in the event of specimens or any part thereof, are lost, damaged, and/or destroyed for any reason, Recipient shall be entitled to liquidated damages in the amount equal to the storage fee paid by Recipient for the most recent storage year.

### **Indemnification**

Recipient agrees to indemnify and hold harmless Cascade Cryobank and its affiliates, and each of their current and former officers, directors, shareholders, employees, consultants, attorneys, insurers, agents, customers, and representatives, and assign from and against any claim, loss, damages, liabilities, demands, offsets, causes of action, and expenses, including attorneys' and experts' fees, arising out of or related to any third party action, proceeding or dispute of any nature or kind involving Cascade Cryobank's products (including semen specimens that are subject of this Agreement), ownership, storage, services, use, and/or disposition of the specimens. Furthermore, Recipient releases Cascade Cryobank from all liability now or hereafter arising out of or related to physical appearance of or any abnormalities, birth defects, hereditary characteristics, or tendencies of any offspring, or from any other adverse consequences, including the transmission of infections, or genetic disease, which may arise in connection with or as a result of using any specimens.

### **Arbitration**

Any dispute, controversy, or claim arising out of this Agreement or the performance, breach, or termination thereof relating in any way to products or services obtained from Cascade



Cryobank shall be submitted and settled by confidential binding arbitration in Snohomish County, Washington. Arbitration under this Agreement shall be conducted pursuant to the rules established by the American Arbitration Association, by a neutral arbitrator appointed by the American Arbitration Association. Judgment upon the award rendered may be entered in any court having jurisdiction, and prevailing party in the arbitration shall be entitled to recover all costs for the arbitration, including, without limitation, attorneys' and experts' fees. All information resulting from or otherwise pertaining to any dispute shall be non-public and handled by Cascade Cryobank, Recipient, and their respective agents in such a way as to prevent the public disclosure of such information. Notwithstanding the foregoing, Cascade Cryobank and Recipient shall have the right to seek and obtain court ordered specific performance, injunctive, and other equitable remedies in connection with any actual or threatened breach of this Agreement by Cascade Cryobank or Recipient. Also, if any action or proceeding is brought to enforce or interpret any of the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other reasonable costs expended in such an action or proceeding.

### **Force Majeure**

Cascade Cryobank shall not be liable to any person for any failure to perform any obligation hereunder to the extent that such failure is due to fire, flood, earthquake, tornado, act of war or terrorism, interruption of public utilities or methods of transportation, compliance with governmental requests, laws, regulations, order or actions, revocation or modification of governmental permits or other required licenses or approvals, accident, inability to produce necessary supplies, riot, act of court or governmental authority, act of God, or other contingencies beyond the reasonable control of Cascade Cryobank.

I acknowledge all of the potential risks and have thoroughly read the above, and some information that may not be present in this contract and wish to continue with at-home insemination.

### **Additional Provisions:**

(a) If any provision or Subject of this Agreement is found to be invalid or unenforceable by any court, that provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof, unless such invalidity and unenforceability would defeat the essential purpose of this Agreement.

(b) The headings and captions contained herein are for convenience only and shall not control or affect the meaning or construction of any provision. Any reference in this Agreement to the freezing of any semen specimen shall not apply to, and Cascade Cryobank shall have no obligation with respect to the freezing of, any semen specimen that has been frozen by a third party before delivery to Cascade Cryobank.

(c) Recipient acknowledges receipt of at-home insemination waiver and understands all risks associated with performing an at-home insemination.

(d) This Agreement shall be binding upon and inure to my benefit and the benefit of my heirs, legal representatives, and estate, and to the benefit of Cascade Cryobank, its successors and assigns. I may not assign my rights or duties under this Agreement without prior written consent of Cascade Cryobank.

(e) Any notices to be provided to a party hereunder shall be sent to the address set forth beneath the Recipients' signature or such other address as the Recipient may request in writing be used for that purpose. The Recipient (or surviving spouse, or properly-identified



intimate partner, shall ensure Cascade Cryobank is kept informed in writing at all times during the term of the agreement of any change in address, including current mailing address, email address(es), and telephone number(s). Recipient shall advise Cascade Cryobank promptly in writing on each change of address, or prolonged absence from the last address on file. Recipient acknowledges that his current contact information and records shall be retained by Cascade Cryobank for a period of at least seven (7) years after the release of semen specimens for artificial inseminations or assisted reproductive procedures not resulting in a live birth, and twenty-five (25) years for inseminations known to have resulted in a live birth.

(f) In the event that Cascade Cryobank rejects this Agreement, it will notify Recipient of the rejection. Recipient understands and acknowledges that Cascade Cryobank will retain any fees, excluding prepaid donor semen specimens and prepaid shipping costs, which Recipient has paid to Cascade Cryobank prior to any such rejection and Recipient shall refrain from any claims against Cascade Cryobank arising out of or in connection with a rejection.

(h) This Agreement establishes the entire agreement between Cascade Cryobank and Recipient, related to the subject matter contained herein, and fully supersedes all prior or contemporaneous understandings of the Parties. This Agreement may not be modified or amended without prior written consent of the Parties. This Agreement shall be construed and controlled by the laws of the State of Washington and the parties consent to the exclusive jurisdiction and venue in the courts sitting in Snohomish County, Washington.

I understand all risks involved in at-home insemination and hold harmless Cascade Cryobank and all affiliates

Recipient acknowledges that Recipient had an opportunity to consult with medical advisors and legal counsel of Recipients' choosing. By providing a signature below, Recipient expressly agrees that her failure to comply with the terms of this Agreement will constitute termination of this Agreement and shall result in the abandonment of said semen specimen(s) to Cascade Cryobank.

Your Legal Name and Signature

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Name

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Signature

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Date

This document must be mailed or emailed to:

**19221 36th AVE W, STE. 201  
Lynnwood, Washington 98036**

Email: **info@CascadeCryobank.com**



# CASCADE CRYOBANK

Please keep a copy for your records.

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For Cascade Cryobank Use Only:

DATE RECEIVED: \_\_\_\_\_

EMPLOYEE NAME: \_\_\_\_\_

EMPLOYEE SIGNATURE: \_\_\_\_\_