

## Identity (ID) Option Agreement

Shaded boxes ( ) must be filled in.

I, [ ] [insert Recipient Name] (hereafter known as “Recipient”) and Fairfax Cryobank and Cryogenic Laboratories, Inc. (hereafter referred to as “Cryobank”) hereby enter into this Identity Option Patient Agreement (the “Agreement”) with Cryobank this date for the purposes of purchasing vials of Identity Option Donor sperm. I understand and agree that I have chosen a donor(s) that is part of the Identity (ID) Option program at Cryobank, Donor(s) # [ ] (“Donor”). By using an ID Option donor I can choose to:

- 1) participate fully, by registering my child conceived by Donor (“Offspring”) and if so registered “Registered Offspring”) by completing the ID Option Birth Registration form, anytime after birth and therefore allowing my offspring the option to access donor identifying information (as defined in paragraph 2 immediately below) when they reach 18; OR
- 2) I can choose to use Donor as an anonymous donor, where I would not register the offspring by completing the ID Option Birth Registration Form after birth, I would only report the pregnancy/birth with the Cryobank online using the Pregnancy Report Form.

When a Registered Offspring reaches the age of 18, and if he or she so requests, Cryobank will provide to him or her the Donor’s full name, date of birth, last known telephone numbers, email address(es), physical address, and other contact information that the Donor has agreed to release and provided to Cryobank for that purpose. I understand and agree to the following conditions:

I understand that I must sign and return this Agreement and release form to Cryobank before Cryobank will ship units of semen from the Donor to be used for my insemination. This agreement is a separate document from the Identity (ID) Option Birth Registration form and must be signed regardless of my intent to submit an ID Option Birth Registration Form after the birth of a child.

If I desire that my offspring have access to the donor identifying information when they reach the age of 18, I agree to promptly return to Cryobank the required registration form, the ID Option Birth Registration form, which can be obtained from Cryobank’s website, [www.fairfaxcryobank.com](http://www.fairfaxcryobank.com), for each such Offspring upon birth. Merely using semen or reporting the pregnancy/birth online from the Donor does not allow any Offspring access to the contact information.

I understand and agree that my Registered Offspring will be the only individual(s) with the authority to request and be provided with the Donor’s contact information. I understand and agree that if any embryos are created using the Donor’s semen and then the embryos are donated for adoption, I must inform the adopting family that they will need to register with Cryobank in order for their offspring to obtain the Donor’s contact information. I understand and agree that under no circumstances will Cryobank release any contact information to any Registered Offspring until he or she has reached 18 years of age, nor will it release any information to me. I acknowledge and agree that the contact information is for the exclusive use of the Registered Offspring. I agree that I will, and will cause any Registered Offspring to hold and keep the contact information in strict confidence, not publish, publicize or sell the contact information, and not disclose the contact information to any other person or entity. I acknowledge and agree that any violation of this provision would be a breach of this Agreement, and would cause immediate and irrevocable harm to Donor and would be the basis for Cryobank and or Donor obtaining an immediate injunction and subject me and our Offspring to damages.

I and my partner (if permissible by law in our residing state) intend to both be named on the birth certificate of any child born to me using this semen donation. I understand and agree that the Donor, as per Virginia Code § 20-158, has agreed that he will have no legal relationship, rights or obligations to any child born using his donated semen, and I agree never to seek to assert, claim or otherwise in any way attempt to establish any such legal relationship, rights or obligations. I understand that different states and/or countries have different laws regarding parentage. I understand and agree that I am advised to consult legal counsel regarding paternity rights in my state and for my/our specific situation.

I acknowledge and agree that Cryobank is not responsible for locating, updating, or otherwise obtaining new contact information about the Donor, but rather Cryobank’s obligation is to release to the Registered Offspring, the contact information that was provided to it by the Donor and is in Cryobank’s possession at the time of any such request. I acknowledge that there may be a situation where contact between Donor and our Registered Offspring cannot be established, despite Cryobank’s best efforts, and I on behalf of me and my Offspring accept this possibility.

Recipient Name [ ]

COMPANY CONFIDENTIAL AND PROPRIETARY

I, on behalf of myself/ourselves and any Offspring, hereby irrevocably and unconditionally agree to release and discharge Cryobank and its past, present, or future directors, employees, and affiliates, and the Donor from any and all claims, actions, liabilities, charges, costs, demands, debts, obligations, and expenses (including reasonable attorneys' fees and legal expenses) of any nature that I or any of my Offspring, heirs, or assigns now has, ever has had, or may in the future have. I hereby agree that I shall, and shall cause my Offspring, heirs or assign to refrain from bringing any legal or equitable action against Cryobank or the Cryobank. Affiliates for any reason in any way related to the Identity (ID) Option Program including, without limitation, if future attempts to locate the Donor are unsuccessful or if the Donor is unwilling to communicate with the Offspring, if Cryobank is in any way legally prevented from disclosing contact information to the Offspring or any constitutions, statutes, rules, regulations, administrative or judicial orders, or similar laws or legal requirements prevent Cryobank from releasing contact information.

This agreement shall be binding upon myself and my Offspring, assigns, heirs, executors and administrators. This represents the entire agreement between the parties concerning the subject matter; and there are no understandings, agreements, or representations other than as herein set forth. The agreement shall be binding upon the parties and their respective assignees, heirs, executors, and administrators. This agreement shall be construed in accordance with the laws of the Commonwealth of Virginia, USA.

I have executed this document for Identity (ID) Option Agreement privileges for Donor(s) # \_\_\_\_\_.

This agreement is entered into between Cryobank and the Recipient on this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_  
Signature of Recipient

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
Daytime Phone Number

\_\_\_\_\_  
Cryobank Representative Printed Name

**Please mail, scan and email or fax this form to:**

Fairfax Cryobank; Attn: Identity (ID) Option Agreement;  
3015 Williams Drive Suite 110  
Fairfax, VA 22031  
703-698-3933 (fax)  
[info@fairfaxcryobank.com](mailto:info@fairfaxcryobank.com)

Copies with Cryobank signature are available by calling Cryobank client services at 800-338-8407.

Recipient Name \_\_\_\_\_

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