



DONOR PHOTO PROGRAM

We, the undersigned recipient (and her partner if applicable) understand and agree that we have chosen to participate in the Donor Photo Program of NW Cryobank (hereinafter referred to as NWC). We understand and agree to the following conditions for all donor photos viewed:

1. We understand that we must sign and return this consent and release form to NWC before NWC will allow viewing of the, current photograph(s) of the donors.
2. We, on behalf of ourselves and any Offspring, hereby irrevocably and unconditionally release and discharge NWC 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 we or any of our Offspring, heirs or assigns now has, ever has had, or may in the future have related to the Donor Photo Program. We hereby agree that we shall, and shall cause our Offspring, heirs or assigns to refrain from bringing any legal or equitable action against NWC or the NWC's Affiliates for any reason in any way related to the Donor Photo Program.
3. We, on behalf of ourselves and any Offspring, agree to hold the Donor photo(s) shown by NWC in strict confidence and not print, photograph, publicize or otherwise publish the photos for any reason. We, on behalf of ourselves and any Offspring agree not to attempt to contact the Donor or attempt to discover the identity of the Donor, including personal information about the Donor. We are responsible for ensuring that our Offspring complies with this covenant of confidentiality. We acknowledge that any attempts by us or Offspring to contact the Donor or publish the photos may cause immediate and irrevocable harm to the Donor and would be the basis for obtaining an immediate injunction.
4. I and my partner (if we are married) will be named on the birth certificate of any child born using an oocyte donation from the Donor. We understand that the Donor will have no legal relationship, rights or obligations to any child born using her donated oocytes.
5. This agreement shall be binding upon us and our 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. This 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 State of Washington, USA.
6. I authorize the clinic and/or other health care provider named below to disclose to NWC that I am a patient of that clinic or provider, for the purposes of verifying my identity and confirming my eligibility to participate in the Donor Photo Program. This authorization will expire one year after the date I sign this agreement, although the rest of this agreement will remain in effect indefinitely. I understand that I can revoke this authorization, but not the rest of this agreement, by notifying NWC in writing at the address indicated below. I also understand that I am not required to give this authorization in order to receive medical treatment.

In Witness Whereof, we have executed this agreement and release form for Photo privileges on the Donors who are or have participated in the NW Cryobank, this _____ day of _____, 20_____.

