

<b>DATE EFFECTIVE: 08/06/13</b>	<b>Patient Photo Agreement</b>	<b>CON-304</b> <b>REV: 1</b>
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We, the undersigned recipient (and her partner if applicable) understand and agree that we have chosen to participate in the Donor Photo Program of the Genetics & IVF Institute and the Fairfax EggBank (hereinafter referred to as GIVF). We understand and agree to the following conditions for all donor photos viewed or received:

1. We understand that we must sign and return this consent and release form to GIVF before GIVF will email, or allow viewing in the clinic, current photograph(s) of the donors.
2. We, on behalf of ourselves and any Offspring, hereby irrevocably and unconditionally release and discharge GIVF 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 GIVF or the GIVF'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) received from GIVF in strict confidence and not 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 Virginia, USA.



GENETICS & IVF  
Institute

COMPANY CONFIDENTIAL AND PROPRIETARY

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In Witness Whereof, I have executed this agreement and release form for Photo privileges on the Donors who are or have participated in the GIVF Donor Egg IVF and/or Fairfax EggBank Programs, this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

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

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

\_\_\_\_\_  
Signature of Partner (if applicable)

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email Address

Please return completed & signed form to:

**Fairfax EggBank/GIVF**  
Attn: Patient Photo Agreement  
3015 Williams Drive, Suite 300  
Fairfax, VA 22031  
Fax: 703.245.7059  
Email: [info@fairfaxeggbank.com](mailto:info@fairfaxeggbank.com)

For GIVF patients, emailed forms may be sent to primary coordinator or to [DEteam@givf.com](mailto:DEteam@givf.com).

Internal Use Only:

Photos Requested for Donor(s) \_\_\_\_\_.

Request fulfilled by \_\_\_\_\_ / \_\_\_\_\_.  
Initials          date